

Prolink Corporation General Terms and Conditions of Sale

- 1. Order Documentation:** Customer orders issued to Prolink for software products or service require a purchase order document approved by a duly authorized representative of the customer's organization. The purchase order must be sent to Prolink, Sales Department by mail, facsimile, using our website, or electronically. The purchase order must reference the relevant Prolink sales quotation number to facilitate acceptance and processing of the order.
- 2. Order Acceptance:** Acceptance of a purchase order by Prolink is subject to credit approval and may require a deposit and/or scheduled payments. The terms of this Agreement are expressly set forth herein and no additional terms, including any terms and conditions set forth in Customer's purchase order or otherwise, shall be binding on Prolink, unless expressly agreed to in writing and signed by a duly authorized representative of Prolink.
- 3. Payment:** Payment for items shipped or services performed is due within 30 days of invoice date. Monthly late payment processing fee of 1.5% may be charged on balances over 30 days past the invoice date. Payments by Visa/Mastercard are accepted by Prolink on the day of purchase only.
- 4. Collection Cost:** Customer agrees to pay all costs and expenses of collection and/or repossession, including attorney's fees incurred by Prolink, up to the maximum permitted by applicable state law.
- 5. Shipping Terms:** International customer orders are shipped FOB, Origin or FOB Shipping Point. All costs associated with but not limited to shipping, delivery, handling and insurance are the responsibility of the customer. Any orders shipped FOB Destination shall be subject to a handling charge for shipping, delivery, handling and insurance.
- 6. Taxes:** All taxes required to be collected by Prolink or paid by the customer directly, including but not limited to sales and use tax, excise tax, custom duties, and other such taxes and levies as assessed by local, state and federal governments within the appropriate jurisdiction are the sole responsibility of the customer unless a valid tax exemption certificate or appropriate government document is provided and on file with Prolink.
- 7. Deployment:** All purchases of Prolink products in quantities which qualify for quantity discounts must be installed and used in one physical plant location and cannot be split between multiple locations. Re-activation fees may apply in the event of a lost license.
- 8. Third Party Equipment:** The decision to acquire hardware, software (in any form), supplies or service from parties other than Prolink (Third Party Equipment) is customer's decision, even if Prolink aids customer to identify, evaluate or select same. EXCEPT AS SPECIFICALLY AGREED TO IN WRITING, Prolink IS NOT RESPONSIBLE FOR, AND EXPRESSLY DISCLAIMS LIABILITY FOR, PERFORMANCE OR QUALITY OF THIRD PARTY PRODUCTS OR THEIR SUPPLIERS, AND THEIR FAILURE WILL NOT AFFECT CUSTOMER OBLIGATIONS TO Prolink. Any claim that customer has in connection with Third Party Equipment and any remedies for such claim shall be made by customer against the supplier of such Third Party Equipment.
- 9. Limited Warranty:** All products are sold and/or licensed subject to Prolink's limited warranty, if any, which accompanies the products. Prolink makes no warranties or representations as to performance of any product or service, except that installations made by Prolink will be performed in a professional and workman-like manner. No person is authorized to assume any obligation or make any promise or offer on behalf of Prolink in conflict with the foregoing in connection with the sale of the products and services. All implied warranties, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose are hereby excluded. Prolink shall not be liable for any loss or damages claimed to have resulted from the use, operation or performance of the products, or products damaged or rendered unserviceable by acts of non-Prolink personnel, vandalism, theft, the elements or other peril, or the moving, relocation or alteration of the products not authorized by Prolink, regardless of the form of action, except for loss or damages caused by negligence or willful misconduct by Prolink. Notwithstanding any provision contained herein to the contrary, the maximum liability to Prolink to any person or entity whatsoever arising out of or in connection with any sale,

license, use or other employment of any of the products delivered hereunder whether such liability arises from any claim based upon contract, warranty, tort, or otherwise, shall in no case exceed the actual amount paid to Prolink hereunder for the specific products that caused the damages. In no event shall Prolink be liable for special, indirect, incidental or consequential damages or for any damage resulting from loss of use, data or profits. Certain states have laws which require warranty and liability rights different from those stated herein. In such states certain minimum required warranty and liability terms may apply.

10. **Product Returns:** Software which is unused and/or deactivated (presentation of deactivation code required) and in as-new condition and in their original packaging (if applicable) may be returned for credit, freight and insurance prepaid, within thirty (30) days of the original invoice date and may be subject to a restocking charge of up to 15% of the original invoice price. No products will be accepted for return under any circumstances after ninety (90) days from the date of original invoice. No returns will be accepted on custom work, demonstration, surplus or used products under any circumstances. Prolink reserves the right to refuse the return of products at any time contingent upon condition and age of the product.
11. **Defects in Products:** In the event of a defect in a Product, and upon written notification by customer to Prolink of such defect, Prolink shall warranty to repair or replace the defective software.
12. **Default:** If customer breaches any provision of this Agreement, including, without limitation, its payment obligations, customer shall be in default hereunder, and all unpaid amounts shall, at the option of Prolink, become immediately due and payable. Upon customer default, Prolink shall have all the rights and remedies of a secured party under the Uniform Commercial Code, and any other applicable laws. Prolink shall be entitled to recover reasonable attorney's fees and costs of collection associated with enforcing its rights hereunder.
13. **Entire Agreement:** These terms and conditions represent the entire understanding between Prolink and customer with respect to the sale and installation of the software products and all other matters contained herein, and supersedes any prior agreement and negotiations between the parties. This Agreement shall be governed by and construed in accordance with the State of Florida.
14. **Authority:** Prolink and customer each represent that they have the power and authority to acknowledge and accept these terms and conditions and constitutes a valid and binding obligation of each party.