



TERMS AND CONDITIONS OF SALE

PLEASE READ THIS DOCUMENT CAREFULLY! IT CONTAINS VERY IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS, AS WELL AS LIMITATIONS AND EXCLUSIONS THAT MAY APPLY TO YOU. THIS DOCUMENT CONTAINS A DISPUTE RESOLUTION CLAUSE.

This Agreement contains the terms and conditions that apply to purchases by customers from Horizon Control Inc. ("HCI") that will be provided to you ("Customer") on orders for computer software and/or related hardware products and/or related services and support sold by HCI. By accepting delivery, either physical or electronic, of the products and/or services and support described on that invoice, Customer agrees to be bound by and accepts these terms and conditions. If for any reason you are not satisfied with your purchase, you have thirty (30) days from the date on the invoice to return the product purchased and request a refund.

These terms and conditions are subject to change without prior written notice at any time, in HCI's sole discretion.

- **Other Documents.** Other than as specifically provided in any separate formal purchase agreement between Customer and HCI, these terms and conditions may NOT be altered, supplemented, or amended by the use of any other document(s). Any attempt to alter, supplement or amend this document or to enter an order for product(s) which is subject to additional or altered terms and conditions will be null and void, unless otherwise agreed to in a written agreement signed by both Customer and HCI.
- **Governing Law. THIS AGREEMENT AND ANY SALES THEREUNDER SHALL BE GOVERNED BY THE LAWS OF THE STATE OF PENNSYLVANIA, WITHOUT REGARD TO CONFLICTS OF LAWS RULES.**
- **Payment Terms; Orders; Quotes; Interest.** Terms of payment are within HCI's sole discretion, and unless otherwise agreed to by HCI, payment must be received by HCI prior to HCI's acceptance of an order. Payment for the products and services and support may be made by credit card, wire transfer, or some other prearranged payment method unless HCI has agreed to credit terms. Invoices are due and payable within the time period noted on the invoice, measured from the date of the invoice. HCI may invoice parts of an order separately. Orders are not binding upon HCI until accepted by HCI. Any quotations given by HCI will be valid for the period stated on the quotation. Customer agrees to pay interest on all past-due sums at the highest rate allowed by law.
- **Shipping Charges; Taxes.** Separate charges for shipping and handling will be shown on the invoice(s). Unless Customer provides HCI with a valid and correct tax exemption certificate applicable to the product ship-to location prior to HCI's acceptance of the order, the Customer is responsible for sales and all other taxes associated with the order, except for HCI's franchise taxes and taxes on HCI's net income. If applicable, a separate charge for taxes will be shown on the invoice.

- **Title; Risk of Loss.** Title to products passes from HCI to Customer on shipment from HCI's facility. Loss or damage that occurs during shipping by a carrier selected by HCI is HCI's responsibility. Loss or damage that occurs during shipping by a carrier selected by Customer is Customer's responsibility. Title to all HCI developed and owned software will remain with HCI as described in the Horizon Software License.
- **Warranties.** HCI MAKES NO EXPRESS WARRANTIES EXCEPT THOSE STATED IN HCI'S APPLICABLE WARRANTY STATEMENT IN EFFECT ON THE DATE OF THE INVOICE. ANY SUCH WARRANTIES WILL BE EFFECTIVE, AND HCI WILL BE OBLIGATED TO HONOR ANY SUCH WARRANTIES, ONLY UPON HCI'S RECEIPT OF PAYMENT IN FULL FOR THE ITEM TO BE WARRANTED. THERE ARE NO WARRANTIES FOR SERVICES.
- **Software.** All software is provided subject to the Horizon Software License Agreement. Customer agrees that it will be bound by the license agreement once the package is opened, the seal is broken or the software is installed. HCI does not warrant any software under this Agreement.
- **Return Policies.** Products that are purchased directly from HCI by an end-user Customer may be returned by Customer within thirty (30) days from the date on the invoice for a full refund on purchase price less any shipping and handling charges.
- **Products.** HCI continually upgrades and revises its products and service offerings to provide HCI customers with new products and service offerings. HCI may revise and discontinue products at any time without prior notice to customers. HCI will ship products that have the functionality and performance of the products ordered, but changes between what is shipped and what is described in a specification sheet or catalog are possible.
- **Limitation of Liability.** HCI DOES NOT ACCEPT LIABILITY BEYOND THE REMEDIES SET FORTH HEREIN, INCLUDING ANY LIABILITY FOR PRODUCTS NOT BEING AVAILABLE FOR USE OR FOR LOST OR CORRUPTED DATA OR SOFTWARE, OR THE PROVISION OF SERVICES AND SUPPORT. HCI WILL NOT BE LIABLE FOR LOST PROFITS, LOSS OF BUSINESS OR OTHER CONSEQUENTIAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY EXCEPT AS EXPRESSLY PROVIDED HEREIN. CUSTOMER AGREES THAT FOR ANY LIABILITY RELATED TO THE PURCHASE OF PRODUCTS OR SERVICES BUNDLED WITH THE PRODUCTS, HCI IS NOT LIABLE OR RESPONSIBLE FOR ANY AMOUNT OF DAMAGES ABOVE THE AGGREGATE DOLLAR AMOUNT PAID BY CUSTOMER FOR THE PURCHASE OF PRODUCTS OR SERVICES UNDER THIS AGREEMENT.
- **Binding Arbitration.** ANY CLAIM, DISPUTE, OR CONTROVERSY (WHETHER IN CONTRACT, TORT, OR OTHERWISE, WHETHER PREEXISTING, PRESENT OR FUTURE, AND INCLUDING STATUTORY, COMMON LAW, INTENTIONAL TORT AND EQUITABLE CLAIMS) AGAINST HCI, its agents, employees, successors, assigns or affiliates (collectively for purposes of this paragraph, "HCI") arising from or relating to this Agreement, its interpretation, or the breach, termination or validity thereof, the relationships which result from this Agreement (including, to the full extent permitted by applicable law, relationships with third parties who are not signatories to this Agreement), HCI's advertising, or any related purchase SHALL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION ADMINISTERED BY THE NATIONAL ARBITRATION FORUM (NAF) under its Code of Procedure then in effect (available via the Internet at <http://www.arb-forum.com>, or via telephone at 1-800-474-2371). The arbitration will be limited solely to the dispute or controversy between Customer and HCI. Any award of the arbitrator(s) shall be final and binding on each of the parties, and may be entered as a judgment in any court of competent jurisdiction. Information may be obtained and claims may be filed with the NAF at P.O. Box 50191, Minneapolis, MN 55405.

- **Service and Support.** HCI will provide general technical support to Customer in the United States. Service offerings may vary from product to product. If Customer purchased optional services and support, HCI and/or a third-party service provider will provide the optional service and support to Customer in the United States in accordance with the then-current terms and conditions in the optional service contract between HCI and/or the third-party service provider and Customer. HCI and/or the third-party service provider may, at their discretion, revise their general and optional service and support programs and the terms and conditions that govern them. The optional services and support programs and their terms and conditions in place at the time of purchase will apply to Customer's purchase. HCI has no obligation to provide service or support until HCI has received full payment for the product or service/support contract for which service or support is requested.
- **Headings.** The section headings used herein are for convenience of reference only and do not form a part of these terms and conditions, and no construction or inference shall be derived therefrom.

If you have questions about our Terms & Conditions, please send email to sales@horizoncontrol.com before ordering.

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