

# Goldstar Software Inc. Customer Data Sheet

Please complete this form and return as indicated below. Please PRINT.

**Client/Organization Name:**

**Date:**

**Bill To Address:**

**Ship To Address:**

Same

**Business/Accounting Contact Name:**

**Technical Contact Name:**

**Phone Number/Extension:**

**Phone Number/Extension:**

**E-Mail Address:**

**E-Mail Address:**

**Fax Number:**

**Tax Resale Number: (If Tax Exempt)**

If this order is for resale or is otherwise tax exempt, please include a copy of your resale tax certificate.

Return Via Fax: 1-928-833-3632  
Or Email To: Sales@goldstarsoftware.com  
Or Mail To: Goldstar Software, Inc.  
3007 Carmel Drive  
Flossmoor, IL 60422-2262  
USA

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For credit card purchases, complete this section and verify that the credit card billing address is provided above.  
The CVV is the 4 digits above the number on AMEX or the last 3 digits on the back of VI/MC.  
An electronic payment convenience fee of 3% may be added to your order.

Card Number: \_\_\_\_\_ Expire: \_\_\_\_/\_\_\_\_ CVV: \_\_\_\_\_

Name On Card: \_\_\_\_\_ Signature: \_\_\_\_\_

# Goldstar Software Inc.

## Software Sales and Services Terms and Conditions

This document details the terms and conditions under which Goldstar Software Inc., sells software and provides services. It sets up both a resale account and a services account. If you are not requesting any services at this time, then some sections may not apply until such services are requested. Any modifications or changes to these terms and conditions must be agreed upon in writing prior to Goldstar Software beginning any work. Please have a company representative duly authorized to bind the company to the terms and conditions of this agreement sign the agreement in the spaces provided below and return a copy to Goldstar Software. If you have any questions about the terms and conditions described, please contact your sales representative.

### Pricing and Product Returns

- Rates and prices are subject to change without notice. Any changes over 5% will be confirmed.
- All product shipping and delivery charges are the responsibility of the customer.
- Product returns will be subject to the return guidelines of the manufacturer or distributor. Please contact Goldstar Software for information on returns prior to your purchase.

### Billing

- All services are billed in 15-minute increments, with a 15-minute minimum.
- The minimum time for on-site work is 4 hours, or 10 hours if extended travel is required.
- Overtime hours are billed at one and one half times the normal rate.
- Weekend and holiday hours are billed at twice the normal rate.

### Credit, Payments, and Taxes

- All payments are to be made in U.S. Dollars, drawn from a U.S. financial institution.
- Customer shall bear all applicable sales taxes, duties, work visas, licenses and similar charges unless an authorized exemption is received in written form prior to delivery.
- Standard Terms are Net (Due Upon Receipt), unless otherwise arranged in advance.
- Late payments are subject to a late charge of 1.5% per month from the date of invoice, or the highest amount allowed by law, whichever is lower, and credit terms will revert to C.O.D.
- A service charge for any returned check is \$50 per check, or the highest amount allowed by law, whichever is lower, and credit terms will revert to Prepaid, Certified Check.
- Goldstar Software shall be entitled to recover from Customer all late payment charges, returned check charges, collection charges, reasonable attorney's fees, costs, damages and/or other monetary sums required to be expended by or on behalf of Goldstar Software with regard to same.

### Cancellation Policy

Cancellations must be received at least one business day before the scheduled services. Failure to properly cancel service will result in a minimum charge that will include any expenses incurred. Non-refundable cancellation charges (i.e. airfare) may be billed even if cancelled.

### Travel

Customer is responsible and will be billed for all reasonable and customary expenses incurred while at or in transit to/from the customer site or otherwise designated location for delivery of products or services. This includes, but is not limited to, airfare, hotel, transportation, and meals.

### Inventions and Work Product

All documentation, software (including source code, object code, or machine readable code) or other creative works designed and/or developed by Goldstar Software will remain the property of Goldstar Software, unless otherwise agreed upon in writing by both parties in advance.

### Confidentiality

From time to time, Goldstar Software may obtain proprietary information about a client during the normal course of business. Goldstar Software agrees to maintain the confidentiality of this information, as long as it is disclosed as such.

### Limitation of Liability

GOLDSTAR SOFTWARE SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, OR PUNITIVE DAMAGES ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, A PRODUCT AND/OR SERVICES OR AGREEMENT TO SELL PRODUCT OR SERVICES TO CUSTOMER INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOST PROFITS, LOSS OF USE, LOST PRODUCTIVITY,

SALARIES, LOST DATA, OR FOR ANY DAMAGES OR SUMS PAID BY CUSTOMER TO THIRD PARTIES, EVEN IF GOLDSTAR SOFTWARE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY WHETHER ANY CLAIM IS BASED UPON PRINCIPLES OF CONTRACT, WARRANTY, NEGLIGENCE OR OTHER TORT, STRICT LIABILITY, BREACH OF ANY STATUTORY OR COMMON LAW DUTY, PRINCIPLES OF INDEMNITY OR CONTRIBUTION, THE FAILURE OF ANY LIMITED OR EXCLUSIVE REMEDY TO ACHIEVE ITS ESSENTIAL PURPOSE, OR OTHERWISE.

CUSTOMER UNDERSTANDS, ACKNOWLEDGES, AND AGREES THAT ITS SOLE AND EXCLUSIVE REMEDY AGAINST GOLDSTAR SOFTWARE FOR SOFTWARE PURCHASED FROM GOLDSTAR SOFTWARE IS A REFUND OF THE PURCHASE PRICE (LESS ANY RESTOCKING FEE), PROVIDED CUSTOMER RETURNS TO GOLDSTAR SOFTWARE ANY AND ALL COPIES OF THE SOFTWARE, ANY AND ALL DOCUMENTATION THAT ACCOMPANIED THE SOFTWARE, AND WARRANTS THAT IT HAS NOT RETAINED ANY COPY OR COPIES OF THE SOFTWARE OR THE DOCUMENTATION IN ANY MEDIUM WHATSOEVER.

### **Disclaimer of Warranties and Liability Exemption**

CUSTOMER UNDERSTANDS AND ACKNOWLEDGES THAT GOLDSTAR SOFTWARE SELLS SOFTWARE AUTHORED AND OWNED BY THIRD PARTIES (HEREIN "THIRD-PARTY SOFTWARE"); THAT WITH RESPECT TO THIRD-PARTY SOFTWARE GOLDSTAR SOFTWARE IS MERELY A RESELLER OF THIRD-PARTY SOFTWARE; AND THAT GOLDSTAR SOFTWARE MAKES NO WARRANTIES WHATSOEVER CONCERNING THIRD-PARTY SOFTWARE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES, WHETHER EXPRESS OR IMPLIED, REGARDING THE MERCHANTABILITY OF THIRD-PARTY SOFTWARE OR ITS FITNESS FOR CUSTOMER'S PARTICULAR PURPOSE.

CUSTOMER ALSO UNDERSTANDS, ACKNOWLEDGES, AND AGREES THAT TO THE EXTENT ANY LOSS, DAMAGE, OR INJURY OF ANY NATURE WHATSOEVER IS CAUSED, DIRECTLY, INDIRECTLY, OR IN ANY MANNER WHATSOEVER BY THIRD-PARTY SOFTWARE SOLD BY GOLDSTAR SOFTWARE, GOLDSTAR SOFTWARE SHALL BE EXEMPT FROM LIABILITY FOR ANY SUCH LOSS, DAMAGE, OR INJURY WHETHER CUSTOMER'S CLAIM IS BASED UPON PRINCIPLES OF CONTRACT, WARRANTY, NEGLIGENCE OR OTHER TORT, STRICT LIABILITY, BREACH OF ANY STATUTORY OR COMMON LAW DUTY, PRINCIPLES OF INDEMNITY OR CONTRIBUTION, THE FAILURE OF ANY LIMITED OR EXCLUSIVE REMEDY TO ACHIEVE ITS ESSENTIAL PURPOSE, OR OTHERWISE.

### **General**

The foregoing terms and conditions as they appear on this agreement are the terms and conditions upon which Goldstar Software conducts business. All purchase requests require a purchase order or written confirmation on company letterhead executed by a company representative duly authorized to bind the company to the terms and conditions set forth herein. By signing below, the company representative is representing and warranting that he or she is duly authorized to bind the company to these terms and conditions. Acceptance of each purchase request is expressly made conditional upon Customer's assent, expressed or implied, to the terms and conditions set forth herein without modification or addition. Unless Goldstar Software and Customer have executed a separate contract or written agreement, these terms and conditions shall constitute the final, complete and exclusive agreement of the parties, superseding any other contract, with respect to all sales by Goldstar Software to the Customer. All sales agreements shall be deemed made in, and shall be governed by the laws of the State of Illinois without regard to its choice of law or conflict of law rules. Any provision of these terms and conditions that is prohibited or unenforceable under the laws of the State of Illinois shall be ineffective to the extent of such prohibition or unenforceability, without impairing or invalidating the remaining provisions of these terms and conditions.

\_\_\_\_\_  
Client/Organization Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Goldstar Software Inc.

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Authorized Signature

\_\_\_\_\_  
Printed Name

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Title

\_\_\_\_\_  
Date