

## 1. APPLICATION OF TERMS AND CONDITIONS OF SALE

The following terms and conditions shall govern the sale by the entity ("Daimon Soft" or "Seller") named on the invoice that will be provided to Customer for products sold by Daimon Soft, unless Customer has signed a separate formal purchase agreement with Daimon Soft

By ordering products on Daimon Soft 's on-line store or by accepting delivery of the products described on the invoice, Customer agrees to be bound by and accepts these terms and conditions. Daimon Soft reserves the right to change these terms and conditions without prior written notice at any time, at Daimon Soft 's sole discretion.

## 2. OTHER DOCUMENTS DO NOT APPLY

These terms and conditions may not be supplemented, altered or modified by the use of any other document(s). Any attempt to modify, supplement or amend these terms and conditions will be null and void unless agreed to in writing by Daimon Soft

## 3. PAYMENT TERMS

Terms of payment shall be determined at Daimon Soft 's discretion and otherwise agreed to by, Daimon Soft Payment must be received by Daimon Soft prior to Daimon Soft 's acceptance of Customer's order. Payment shall be made by credit card, check, PayPal or some other pre-arranged method of payment acceptable to Daimon Soft

Where payment is made by credit card, such payment is subject to the approval of the financial institution issuing the credit card and Daimon Soft shall not be liable in any way if such financial institution refuses to accept or honor the credit card for any reason.

Where payment is made by PayPal, such payment is subject to the approval of PayPal and Daimon Soft shall not be liable in any way if such financial institution PayPal or honor the payment for any reason.

## 4. PRICES, SHIPPING AND HANDLING CHARGES AND TAXES

Daimon Soft is obligated to withhold sales tax for delivery within Wisconsin. Unless Customer provides Daimon Soft with a valid and correct tax exemption certificate applicable to the product ship-to location prior to Daimon Soft 's acceptance of the order, the Customer is responsible for sales and all other taxes associated with the order.

## 5. LIMITED WARRANTY

A limited warranty statement will be included with each product shipped to Customer. Daimon Soft reserves the right to modify its warranty statement at any time, in its sole discretion. Daimon Soft will be obligated to honor any such warranty only upon Daimon Soft 's receipt of payment in full for the product to be warranted.

THE MATERIALS ON THIS SITE ARE PROVIDED "AS IS" WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT POSSIBLE PURSUANT TO THE APPLICABLE LAW, DAIMON SOFT DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR OTHER VIOLATION OF RIGHTS. DAIMON SOFT DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE, VALIDITY, ACCURACY, OR RELIABILITY OF, OR THE RESULTS OF THE USE OF, OR OTHERWISE RESPECTING, THE MATERIALS ON THIS SITE OR ANY SITES LINKED TO THIS SITE.

## 6. PRODUCTS AVAILABILITY

Product availability may be limited. Products may not be available for immediate delivery. Daimon Soft reserves the right, without liability or prior notice, to revise or cease to make available any or all products or to cancel any order. If there is any revision or cessation, Daimon Soft may ship products which have the functionality and specifications of the products ordered but there will be differences in the specifications between what was shipped and what was ordered.

## 7. EXCLUSION AND LIMITATION OF LIABILITY

FOR ANY BREACH OF THESE TERMS AND CONDITIONS, DAIMON SOFT SOLE AND EXCLUSIVE MAXIMUM LIABILITY SHALL NOT IN ANY EVENT EXCEED THE TOTAL PRICE OF THE PRODUCTS ORDERED BY CUSTOMER.

IN NO EVENT SHALL DAIMON SOFT BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE LOSS OR DAMAGE FOR ANY BREACH OF THESE TERMS AND CONDITIONS, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF BUSINESS OR GOODWILL, LOSS OF USE EVEN IF DAIMON SOFT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE OR ANY CLAIM BY ANY THIRD PARTY.

DAIMON SOFT SHALL NOT BE LIABLE IF IT IS UNABLE TO PERFORM ANY OF ITS OBLIGATIONS CONTAINED IN THESE TERMS AND CONDITIONS DUE TO, DIRECTLY OR INDIRECTLY, TO THE FAILURE OF ANY MACHINE, SYSTEM OF AUTHORIZATION, DATA PROCESSING OR COMMUNICATION SYSTEM OR TRANSMISSION LINK OR ANY INDUSTRIAL DISPUTE, WAR, FLOOD, EXPLOSION, ACT OF GOD OR ANY OTHER EVENT BEYOND THE CONTROL OF DAIMON SOFT

#### 8. GOVERNING LAW AND JURISDICTION

The sale of products shall be governed by the laws of the State of Wisconsin excluding the conflict or choice of law provisions. Venue and jurisdiction for all disputes will lie in exclusively Waukesha County, Wisconsin.

#### 9. EXPORT CONTROL

Products purchased or received under these terms and conditions shall be subject to export laws and regulations of the United States of America.

#### 10. HEADINGS

The headings of each of these terms and conditions are for convenience of reference only and shall not form part of these terms and conditions. Such headings shall be ignored in the interpretation or construction of any of these terms and conditions.

#### 11. RETURN POLICIES.

Daimon Soft products that are purchased directly from Daimon Soft by an end-user. Customer may return the product only in accordance with Daimon Soft 's return policy in effect on the date of the invoice.

#### 12. PRODUCTS.

Daimon Soft 's policy is one of on-going product update and revision. Daimon Soft may revise and discontinue products at any time. Daimon Soft 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.

#### 13. SERVICE AND SUPPORT

Daimon Soft endeavors to provide the best customer and technical support. For end-user Customers, Daimon Soft promises that its support people will attempt to handle over the telephone and email any problem involving Daimon Soft products.

#### 14. NO ASSIGNMENT

Customer may not assign its rights or obligations under this Agreement without the express written consent of Daimon Soft

#### 15. INVALIDITY OF PROVISIONS

If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, such provision shall be enforced to the fullest extent permitted by applicable law, and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

## 16. TITLE

Title to products passes from Daimon Soft Online Store to Customer on shipment from Daimon Soft facility. Title to software will remain with the applicable licensor(s).

## 17. TRADEMARKS AND COPYRIGHT NOTICE

Daimon Soft, the Daimon Soft logo, and the Daimon Soft products referred to herein are either the trademarks or the registered trademarks of Daimon Soft. The absence of a product name or logo on this web site does not constitute a waiver of Daimon Soft 's trademark or other intellectual property rights concerning that name or logo.