



General Terms and Conditions

1. Acceptance

These Terms and Conditions of Sale (“Agreement”) apply to all offers made and orders accepted by Datagate Systems, LLC (“Datagate”). Acceptance of your (“Buyer’s”) order is expressly conditioned upon Buyer’s assent to these terms and conditions excluding all other terms and conditions. Some of these terms may differ from those in Buyer’s order or offer, and some may be new. Datagate’s failure to object to provisions contained in any communication from you (“Buyer”) does not waive the provisions of this Agreement. Buyer’s failure to reject this Agreement within 10 days after receipt, or upon Buyer’s receipt of the goods or acceptance of the service, whichever occurs first, is Buyer’s unconditional acceptance of these terms and conditions.

2. Credit Approval and Payment

Credit terms, shipments, deliveries, and performance of work are at all times subject to the approval of Datagate’s credit department. Datagate may at any time decline to make any shipment or delivery or perform any work except upon receipt of payment or satisfactory credit terms and security. In the event of Buyer’s bankruptcy or insolvency, Datagate will be entitled to terminate any order then outstanding and to receive reimbursement for Termination under this Agreement. Payment terms for domestic orders are net 30 days from date of invoices by company check, certified funds, or electronic funds transfer. International orders are net 30 days or if required by Datagate an irrevocable letter of credit confirmed with Datagate’s bank.

Each shipment is a separate and independent transaction and Buyer must pay accordingly.

If Buyer delays shipment, payments will be due on the date when Datagate is prepared to make the shipment. If Buyer delays Datagate’s work, Buyer must make payment based on the purchase price and the percentage of completion. Goods held for Buyer by Datagate are at the risk, expense, and in the title of Buyer.

3. Taxes

Datagate will add to the purchase price the amount of any present or future sales, use, excise, import duty, or other tax applicable to the manufacture and sale or lease of the goods under this Agreement and the Buyer must pay these amounts unless the Buyer provides Datagate with a tax exemption certificate acceptable to the taxing authority.

4. Shipping Terms and Risk of Loss

All domestic sales by Datagate are F.O.B. Datagate shipping place, as defined by the Uniform Commercial Code Standard shipping is via UPS ground (under 70 pounds) and Yellow Freight (over 70 pounds) pre-paid and added to invoice. All international sales by Datagate are Ex Works (EXW) Datagate, as defined by INCOTERMS 2000.



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5. Tooling

Unless specifically agreed in writing by Datagate and Buyer, all equipment, tools, designs, technical data, and computer software produced, acquired, or used by Datagate for this Agreement are the property of Datagate.

6. Packing, Packaging, Inspection, Tests, and Return Authorization

Datagate provides commercial packing, packaging, and testing at the quoted prices. Any additional requirements, including without limitation Buyers source inspection, are at Buyers expense. The goods under this Agreement are furnished with commercial inspection standards at the place of manufacture. If Datagate and Buyer agree that Buyer is to inspect at the place of manufacture, that inspection may not interfere unreasonably with Datagate's operations, and the Buyer must accept or reject the goods before shipment.

Buyer will promptly notify Datagate of nonconformance in the goods and give Datagate a reasonable opportunity to inspect the goods. No goods may be returned without Datagate's written authorization. Failure to follow Datagate's return procedures could result in lost goods, delays, additional service charges, warranty denial, or refusal of a shipment. Buyer must mark all goods returned to Datagate with a return authorization (RA) number furnished by Datagate. The RA number must appear on the shipping label and all paperwork associated with the return. Granting a return authorization does not mean that a credit will be approved or that the evaluation or repair will take place without charge. If Datagate determines that the goods are not covered by warranty (see Section 9, Limited Warranty), a purchase order for Datagate's usual charges must be received before repair or replacement. Datagate reserves the right to dispose of the goods if the Buyer does not promptly pay the evaluation fee and related charges.

7. Foreign Corrupt Practices Act (FCPA)

For resale, export, or re-export of the goods, Buyer must comply with all applicable export regulations, export licensing requirements, and the U. S. Foreign Corrupt Practices Act, 15 U.S.C. §§ 78dd1 through 78dd3 as amended.

8. Delivery and Force Majeure

Shipping dates are approximate and require prompt receipt of all necessary information from Buyer. If delays arise, Datagate will notify Buyer and Datagate will not be liable for any damages (liquidated or otherwise), re-procurement costs, cover, or penalties. Datagate is not liable for delays due to weather conditions, acts of God, acts of civil or military authorities, fires, strikes, job actions, floods, earthquakes, epidemics, quarantine restriction, war, terrorism, riot, supplier or vendor delays, or any other causes beyond the reasonable control of Datagate. In the event of delay, Datagate will defer delivery for a period that accounts for the time lost because of the delay. If an excusable delay under force majeure continues for more than 6 months, Datagate and Buyer each may cancel the affected purchase orders under Section 10, Termination and Change Orders.



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If Datagate's production is curtailed for any of the above reasons so that Datagate does not deliver the full amount ordered, Datagate may allocate production deliveries among its various customers then under contract for similar goods. The allocation will be commercially fair and reasonable and Datagate will notify Buyer of the estimated quota made available.

9. Limitation Of Liability

This limited warranty replaces the Terms and Conditions of Sale that may appear on the back of your Datagate invoice for this system.

This limited warranty is contingent upon proper and normal use and installation, and does not cover damage due to external causes, including but not limited to, accident, problems with electrical power, liquids, chemicals, oxidation, corrosion, exposure to the elements, servicing not authorized by Datagate, usage not in accordance with product instructions, failure to perform required preventive maintenance, and problems caused by use of parts and components not supplied by Datagate.

Datagate makes no express warranties or conditions beyond those stated in this warranty statement. Datagate disclaims all other warranties and conditions, express or implied, including without limitation implied warranties and conditions of merchantability and fitness for a particular purpose.

Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

Datagate does not accept liability beyond the remedies set forth in this warranty statement or liability for incidental or consequential damages, including without limitation any liability for products not being available for use or for lost data or software or materials used in the Medical or Nuclear fields.

10. Terminations and Change Orders

Buyer may at any time and for any reason terminate Datagate's services and work at Buyer's convenience. Upon receipt of such notice, Datagate shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement.

Upon such termination, Datagate shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement; plus, (2) such other costs actually incurred by Datagate as are permitted by the prime contract and approved by Buyer; (3) plus twenty percent (20%) of the cost of the work referred to in subparagraph (1) above for overhead and profit. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to Datagate prior to the date of the termination of this Agreement. Datagate shall not be entitled to any claim or claim of lien against Buyer for any additional compensation or damages in the event of such termination and payment.



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11. Quotations

All quotations are subject to acceptance within 90 days from the date of quotation. Quotations can only be regarded as firm when they are put in writing. (Verbal estimates are made purely for indicative purposes).

12. Governing Law

This agreement shall be construed and governed according to the Law of the State of Nevada.

13. Modifications

No modifications of this order or these services will be binding unless agreed to, in writing, by Buyer and Datagate

14. Title and Risk of Loss

Title and Risk of Loss of goods purchased hereunder will be accepted by Buyer at the time of shipment or acceptance by Buyer's or Buyer's agent, in accordance with the terms hereof.

15. Indemnity

Buyer hereby releases and agrees to indemnify, defend and hold harmless Datagate, its officers, directors, employees and agents against all losses, liabilities, damage, costs and expenses for the deaths or injuries to any persons, and for the loss of, damage to, delay in delivery or destruction of any property arising out of or in any way connected with the services performed or goods sold hereunder, including to the extent that such loss is caused solely by end-user's willful misconduct. Promptly on Datagate's request, Buyer will pay all such losses, liabilities, damages, costs, and expenses of any claim, demand, suit, action, proceeding, litigation, or settlement relating thereto