General

These terms and conditions shall apply to all goods and services ("Products") furnished by SoftPLC Corporation ("SoftPLC") to Customer. This document supercedes all previous publications.

Our terms and conditions apply to all orders. We do not accept any deviations from our terms. If your PO or other correspondence lists terms that are different from ours, we may process your order, but we do not accept the terms. We reserve the right to change our terms and conditions of sale at any time and without prior notice.

Our terms and conditions in effect on the day an order is accepted shall apply without deviation. If you have any questions about whether these terms and conditions are still in effect, please inquire at the time you place your order. All orders are subject to acceptance by us at our company headquarters.

Placing Orders

Orders to SoftPLC can be placed by phone/fax/mail to our Spicewood, Texas facility or online via our WebStore. Our goal is to process all orders the same business day they are placed, if received before 1pm CST on a business day. Orders placed overnight, on weekends, or on national or company holidays will be processed the next business day.   All orders are processed and shipped from our Spicewood, Texas facility.

When an order is processed, you will receive an order acknowledgement via email indicating an estimated shipping date and/or notification of any issues related to the order such as credit, technical questions, stock shortages, etc. Some products *(eg: SoftPLC PACs/Gateways, Web Studio Operator Interfaces)* are custom built to each order, and must run through a system burn-in test after assembly prior to shipment. We make every attempt to calculate and present an expected shipment date for your order. Expected ship date is an estimate based on the best information available at the time the order acknowledgement was generated. Please note that the expected ship dates are not guaranteed dates and SoftPLC Corporation cannot be held liable if the date is not met. The information is provided for your planning purposes only.

Phone Orders

Phone orders can be placed with any sales representative during normal business hours. We do not require confirming PO's for telephone orders. If you send a confirming PO, please make sure it is clearly labeled as a confirming purchase order. Also please remember that only our terms and conditions will apply.

Fax/Mail Orders

If you use your standard company order form, be aware that our Terms and Conditions will still apply.

WebStore Orders

Ordering online is a fast and efficient way to place orders for standard products. New and existing customers world-wide can place orders via the WebStore. New customers must register and create an account. Existing customers should use their established account. Your account name can be found on any email you receive via the WebStore, such as order acknowledgements, shipment advisories, invoices, packing lists, etc. If you need to verify the account name, please contact SoftPLC Corporation sales.

Automated Processing

Currently, our WebStore automated processing *(Credit Card or PayPal payment methods)* can only be used for orders meeting these criteria:

> a) Shipment destination to be an address in the Continental USA
> b) Payment to be via credit card or PayPal

WebStore orders that qualify for automated processing are automatically entered into our business system. You will receive an automated order acknowledgement via e-mail to the address provided.

Manual Processing

If your order doesn't meet automated processing criteria, it can still be entered via the WebStore. Select the Manual Processing payment method. An email message will be sent to our sales department, who will contact you to finalize the order terms, payment, shipment and other details as necessary.

All WebStore customers must supply a valid billing and shipping address, phone number, and email address before an order can be accepted.   The billing address must match the credit card billing address (if applicable).

Order Changes/Cancellation/Returns

Once your order has entered the processing cycle, it cannot be changed online. If you need to make a change, call SoftPLC Sales as soon as possible, do not rely on an email request. So long as the order has not already been picked up by the carrier, Sales should be able to assist.

Orders for standard SoftPLC branded Products can be changed or cancelled prior to shipment with the approval of a SoftPLC sales representative. Orders for Products that retain the manufacturer's brand can be changed or cancelled prior to shipment, but may be subject to restocking fees at SoftPLC's discretion.

Customer may only return Products upon approval from SoftPLC, and upon payment of a cancellation charge determined by SoftPLC, at their discretion.

Orders for Products that are special order, customized or that include services may not be cancelled or returned, except as an officer of SoftPLC may agree to in writing, and may be subject to restocking or cancellation fees at SoftPLC's discretion.

Prices

All published prices and monetary transactions are in US Dollars, the only currency in which we trade. All prices are F.O.B. point of shipment. All prices are subject to change without notice. Unless otherwise agreed in writing by SoftPLC and Customer, the price of any Product shall be SoftPLC's published price in effect as of the date of shipment of goods or the date when services are provided.

While we make every effort to provide the most accurate, up-to-date information, occasionally, items in our WebStore or on a quotation may be mis-priced. In the event an incorrect price is listed or provided on a quotation, SoftPLC shall have the right to refuse or cancel any orders placed for Products at the incorrect price. If a Product's correct price is lower, we will charge the lower amount and proceed with processing the order. If a Product's correct price is higher, we will suspend the order and promptly notify you of the error. You will have the opportunity to cancel the order without penalties or purchase the Product(s) at the correct price.

Permits, Fees and Taxes

Customer is fully responsible for obtaining and payment of all permits, licenses, duties, excise taxes and other approvals required for SoftPLC to furnish Products to Customer.

SoftPLC is located in the state of Texas and is obligated to charge sales tax for an orders delivered within Texas or picked-up by customers at our facility. Sales tax rate varies by area.   Texas tax-exempt or direct-pay customers must submit their tax exemption certificate or direct-pay permit prior to placing an order to avoid tax. We do not add or collect sales tax for states other than Texas. It is the customer's responsibility to pay appropriate tax to your state when necessary.

Order Fulfillment

Orders are normally shipped complete, unless you have requested otherwise. Backorders will be shipped via the same method as the original shipment when the product is available. You will receive a shipment confirmation with tracking information and an invoice via email when your order is shipped.

If you credit card is declined, your established account goes over your limit, or a payment is past due, fulfillment of your order may be delayed. You will receive an email notifying you of the delay. Contact SoftPLC to resolve any issues.

Same Day Shipping

If an item has a "Quick Ship" indicator, it is eligible for Same Day Shipping. Orders for Products with the "Quick Ship" indicator are shipped the same day if received before 1pm CST, if paid with credit card or to Customers with approved credit. However, there are carrier, Product, destination and shipping origination (drop-ship) restrictions and exceptions that may require different order cut-off times. If your order is time-sensitive, be sure to contact a sales representative directly.

If the product does not display **"Quick Ship"**, the item most likely will not ship out the same day because it is an item that must be built to order and tested, or is not a stocked item. Additionally, if an item(s) in an order is not in stock, the entire or part of the order may be held until the item returns back in stock, then the order will be processed immediately. Please keep in mind that orders placed during the weekend or on a holiday will be shipped the following business day.

Shipments

Customer shall bear all risks and costs of shipment of Products *(including but not limited to transportation charges and insurance)*. We ship FOB Origination, so the risk of loss transfers to you when we deliver the Products to the carrier. To protect you, we insure all shipments for their invoiced value and add this cost to your invoice. If you do not want insurance, enter your order for manual processing and stipulate you do not want insurance. Unless otherwise requested by Customer, SoftPLC shall ship Products freight prepaid and added to invoice, via SoftPLC's choice of carrier. If you want shipping to be charged to your company's account, you must select a manual processing method (including from the WebStore).

SoftPLC does not guarantee delivery times of the carriers and is not responsible or liable for carrier delays due to weather, mechanical failures or other issues.

SoftPLC, at their discretion or your request, may make partial shipments of Products to fulfill any order and all terms and conditions shall apply to each partial shipment.

Please inspect all deliveries promptly. You must notify us within 48 hours of receipt with reported discrepancies, damages or shortages.

Export Regulations

SoftPLC Corporation ships/exports its products in accordance with U.S. law. Diversion by SoftPLC Corporation customers contrary to U.S. law is prohibited.

Payments

Payment options include Purchase Orders (credit account), credit cards/PayPal, and COD/Pre-Paid.

Purchase Orders (Credit Account)

In order to be considered for credit, a new or active customer must submit a credit application, available from SoftPLC's website or a sales representative. Processing of the credit application may require up to 3 business days.

Our standard credit account terms are Net 30 Days. We invoice on date of shipment of goods or delivery of services. All accounts are payable in full within 30 days of the date of invoice. Accounts over 30 days past due are subject to interest charges of 1.5% per month (18% APR) on the unpaid balance where allowable by law, as well as any costs of collections such as attorney's fees, court costs, or other. In the event a payment is returned to us by our bank, a $25 fee will be added to your account. Credit accounts may be suspended at any time at SoftPLC's sole discretion.

Credit Card/PayPal Orders

Customers must provide a valid phone number, email address, shipping address and the credit card billing address before a credit card order can be accepted.

We accept VISA, MasterCard, AmericanExpress and Discover cards. We must approve all credit card orders prior to shipment. Our response can sometimes depend on the credit card verification process, so please place your orders in advance of your Product needs in case of delays. Verification of foreign bank cards can sometimes require several days.

Payments made by credit card/PayPal may be subject to a 3% service charge for orders over $5000, at SoftPLC's discretion.

COD/Pre-Paid Orders

In cases where a credit account or credit card are not options, orders must be pre-paid by check or wire transfer or may be shipped COD (Continental USA only). In this case, Customer is responsible for all bank or COD fees.

Remittance

Payments other than credit card/PayPal can be made by check or wire transfer. Contact sales for wire transfer details. Mail checks to:

Accounts Receivable
SoftPLC Corporation
25603 Red Brangus Drive
Spicewood, TX 78669-1393 USA

Security Interest

We maintain a security interest in our Products. That is, we reserve the right to repossess any equipment for which we have not been paid. This includes Products that have already been shipped to an end customer, either individually, or as part of a machine or process.

Warranty and Limitations of Liability

Warranty periods begin on the date the product is originally shipped from SoftPLC. SoftPLC's Warranty and Limitations of Liability for SoftPLC Software Products are identified in the Binary Software License Agreement included with each Product and are incorporated by reference herein. Hardware products manufactured by SoftPLC Corporation include a 12 month Warranty Period against defects in materials and workmanship, unless stated otherwise in the Product documentation. Hardware products that are not manufactured by SoftPLC, but may have been resold by SoftPLC, are subject to the original manufacturer's licensing, warranty and support policies. SoftPLC's sole responsibility under such warranty will be to reasonably assist the Purchaser in efforts exercising third party warranties.

If a SoftPLC Product proves defective in materials or workmanship within the warranty period, we will replace or repair it, at SoftPLC's sole discretion. The replacement is your exclusive remedy and our sole obligation for any breach of warranty, except that, if, after a reasonable number of attempts, we are unable to provide you a product that meets the above warranty, we will refund the purchase price for that product, as our sole obligation and your sole remedy. Products returned under warranty (after 30 days from date of original shipment) may be replaced with refurbished or remanufactured goods. SoftPLC's standard policy is that all customers are responsible for freight charges to SoftPLC when returning products under our return policies.

EXCEPT AS EXPRESSLY PROVIDED IN THIS WARRANTY SECTION, WE MAKE NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCT, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR ANY PARTICULAR PURPOSE, AND WE HEREBY DISCLAIM SAME.

In no event will SoftPLC be liable, whether in contract, tort or under any other legal theory, for lost profits or revenues, loss of use or similar economic loss, for any indirect, special, incidental, consequential, punitive or similar damages arising out of or in connection with any products (including non-conforming products), or for any third-party claims against you relating to the products, even if we have been advised of the possibility of such claim. In no event will our monetary liability (whether in contract, tort or under any other legal theory) in respect of any product exceed the purchase price that you paid to us for it.

This warranty will be void if product date codes or serial numbers are removed or defaced. Of course, warranties also do not apply to products that have been subject to abnormal use, abnormal conditions, improper storage, exposure to moisture or dampness, unauthorized modifications, unauthorized repair, misuse, neglect, accident, alteration, improper installation or other acts which are not our fault, including damage caused in shipping. Our warranty also does not apply to any product that has been damaged by external causes such as fire, flood, sand, dirt, lightning, exposure to weather, acts of God, battery leakage, theft, blown fuses, improper use of any electrical source or connection to product not recommended in writing for interconnection by us.

To minimize the risk of potential safety issues, you should follow all applicable local and national codes *(ie: National Fire Code, National Electrical Code, and National Electrical Manufacturers Association)* that regulate installation and operation of your equipment. These codes vary from area to area and usually change with time. It is your responsibility to determine which codes should be followed, and to verify that the equipment, installation and operation is in compliance with these codes.

Equipment damage or serious injury to personnel can result from the failure to follow all applicable codes and standards. We do not assume any responsibility for your product design, installation or operation. Our products are not fault-tolerant and are not designed, manufactured or intended for use or resale as on-line control equipment in hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, direct life support machines, or weapons systems, in which the failure of the product could lead directly to death, personal injury or severe physical or environmental damage.

Always consult the appropriate product documentation prior to using the equipment. If you have any questions concerning the installation or operation of this equipment, or if you need additional information, please call for assistance.

Returns for Repair

Prior to returning any items for repair or replacement, you must obtain an RMA (Return Material Authorization) number from a SoftPLC technical support representative. Please follow these steps if you think you have a defective product:

1. Collect as much information as possible about the problem encountered *(eg: your product serial number, other hardware and software being used, circumstances prior to the problem occurrence).*
2. Call SoftPLC technical support and discuss the situation with the representative.
3. If the product is diagnosed as defective, your technician will discuss the corrective options available, as well as provide an RMA number.
4. Carefully pack the defective product and send it **prepaid and insured** via a trackable shipping method (eg: UPS or FedEx). Be sure to indicate the RMA number clearly on the outside of the package.
5. Upon receipt of the defective product, SoftPLC will diagnose the problem. If the Product is still in warranty, SoftPLC will repair/replace the faulty component(s) and/or replace the entire Product, and return it to you via UPS (or similar carrier). After the initial diagnosis of an Out-of-Warranty item, the technician will contact you with an estimate of total charges to correct the problem.

The minimum charge for Out-of-Warranty repairs is $250, which includes the initial diagnosis and up to one hour labor. Any additional repair labor required is charged at $100 per hour. Additionally, you will be charged for any component or replacement parts required to complete the repair, plus applicable sales tax, and return shipping and insurance costs.

Faulty component(s) will be repaired or replaced as necessary in a timely manner at the sole discretion of SoftPLC Corp. In general, equipment repair takes longer than replacement. Normal turn-around time for repairs is approximately four weeks, and for replacement two weeks.

All Technical Support Services, Warranties, and Out-of-Warranty Repairs are managed directly by SoftPLC regardless whether the products were purchased directly from SoftPLC or through an Authorized SoftPLC Distributor or other SoftPLC Reseller.

Limits of Liability

Issuance of an RMA number does not guarantee a refund or replacement. If a refund is initially issued and SoftPLC or the manufacturer of the product finds the problem to be due to "customer abuse," the credit will be reversed and you will be notified of such action.

SoftPLC will accept no responsibility nor issue credit for packages damaged in transit for any reason. It is your responsibility to assure that the product is properly packaged for shipment. Freight charges are your responsibility and we highly recommend that you insure the item, at your expense, for the amount of the potential credit that you are seeking.

Governing Law

These terms and conditions are governed by and construed in accordance with the laws of the State of Texas. Customer shall promptly after discovery notify SoftPLC of any alleged default, giving SoftPLC 45 days after receipt of notice to correct such alleged default.

Contacting SoftPLC

Our website http://softplc.com provides complete contact information, including an up-to-date list of Distributors, Sales Representatives, and Authorized System Integrators.

We are in the Central Time Zone, normal hours of operation are 7am to 6pm.

To contact our Spicewood, Texas headquarters:

By Email   info@softplc.com

      Sales/Application Engineering   info@softplc.com

      Support   support@softplc.com

      Customer Service/Accounting   info@softplc.com

By Phone   512-264-8390 or 1-800-SoftPLC (US/Canada only)

      Sales/Application Engineering   Select option 1

      Support   Select option 2

      Customer Service/Accounting   Press 0

By Fax   512-264-8399

By Mail   SoftPLC Corporation
25603 Red Brangus Drive
Spicewood, TX 78669-1393 USA