

SoftPLC Corporation

TERMS AND CONDITIONS OF SALE

The terms and conditions set forth herein shall apply to all goods and services furnished by SoftPLC Corporation ("SoftPLC") to Customer. These terms and conditions shall be in lieu of any other terms or conditions contained in any purchase order, request for quotation or other document delivered to SoftPLC by Customer, and all such other terms and conditions are expressly rejected by SoftPLC. SoftPLC's acceptance of any order or offer to purchase received from Customer is expressly conditioned upon Customer's acceptance of the terms and conditions set forth herein, unless agreed to in writing by an officer of SoftPLC.

1. DEFINITIONS. As used herein, the following terms shall have the following meanings:

A. "Goods" shall mean all Hardware, Software and Software Media, manuals, equipment, repair parts, and other items except personal services furnished by SoftPLC hereunder.

B. "Services" shall mean all personal services provided by SoftPLC representatives hereunder, including Software Support or Training services.

C. "Products" shall mean all Goods and Services.

2. PRICES. Unless otherwise agreed in writing by SoftPLC and Customer, (i) the price of any Product shall be SoftPLC's published price therefor in effect as of the date of shipment (in the case of Goods) or the date when Services are provided (in the case of Services); (ii) SoftPLC shall have the right to increase or decrease the price of any Product, effective with respect to any portion of Goods and Services which have not been shipped or provided as of the date of such price change; and (iii) notwithstanding the foregoing, orders for Products amounting to \$100.00 net, or less, shall be billed to Customer at \$100.00 plus transportation costs. In the case of Goods, all prices are F.O.B. point of shipment.

3. PERMITS, FEES AND TAXES. Customer shall obtain and pay for all permits, licenses and other approvals required for SoftPLC to furnish Products to Customer. Customer shall also pay or reimburse SoftPLC for all sales, use, excise or similar taxes assessed as a result of SoftPLC's sale of the Products to Customer.

4. SHIPMENT. Customer shall bear all risks and costs of shipment of Goods (including but not limited to transportation charges and insurance). Unless otherwise requested by Customer, SoftPLC shall ship Goods freight prepaid or collect (at SoftPLC's option) by best transportation method as determined by SoftPLC. SoftPLC may make partial shipments of Products to fulfill any order and all terms and conditions herein shall apply to each partial shipment. SoftPLC shall not be liable for any delay in delivery due to causes beyond reasonable control of SoftPLC.

5. TERMS OF PAYMENT.

A. Standard terms of payment for Products (except Training Courses) sold to Customers of satisfactory credit standing (as determined by SoftPLC in its discretion) are net 30 days from date of invoice. Amounts not paid when due shall be subject to the maximum interest permitted by law. Payments made by credit card may be subject to a 3% service charge for all orders over \$1000.00 at SoftPLC's discretion. Products shipped outside the USA may be subject to an export handling charge at SoftPLC's discretion.

B. Terms of payment for Training Courses are payment in full at least 2 weeks prior to start of course. Cancellation charges are full tuition, unless SoftPLC receives notice of cancellation at least 2 weeks prior to start of course. On-site course cancellation charges will also include any out-of-pocket travel charges incurred by SoftPLC. SoftPLC reserves the right to cancel any course due to insufficient enrollment, and in such event SoftPLC will promptly refund all prepaid tuitions.

C. Terms of payment for other Services are due upon receipt of invoice. A portion of payment may be required in advance of services being rendered, at SoftPLC's discretion.

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6. CANCELLATION. Except as otherwise set forth herein or as SoftPLC and Customer may agree in writing, Customer may cancel any order for Products only upon payment of SoftPLC's designated cancellation charge therefor.

7. RETURNS. Except as otherwise set forth herein or as SoftPLC and Customer may agree in writing, Customer may only return Goods upon approval from SoftPLC and only upon payment of SoftPLC's designated restocking charge therefor.

8. RIGHT TO CURE. Customer shall promptly after discovery notify SoftPLC of any alleged default hereunder and SoftPLC shall have 45 days after receipt of Customer's notice to correct such alleged default.

9. WARRANTY and LIMITATIONS OF LIABILITY. SoftPLC's Warranty and Limitations of Liability for SoftPLC Products are identified in the "Binary Software License Agreement" and "Summary of Support and Warranty Policies and Services" included with each Product and are incorporated by reference herein. Third-party Goods are subject to the warranty accompanying the equipment. SoftPLC's responsibility under such warranty will be to reasonably assist the Purchaser in efforts exercising third party warranties.

10. GOVERNING LAW. These terms and conditions shall be governed by and construed in accordance with the laws of the State of Texas.

11. ENTIRE AGREEMENT. The terms and conditions set forth herein and in any specification of Products to be furnished hereunder signed by SoftPLC and Customer constitute the entire agreement of the parties relating to the subject hereof, and no amendment hereof shall be effective unless it is in writing and signed by Customer and an officer of SoftPLC.