

## **DASI Solutions, LLC. TERMS AND CONDITIONS**

Any quotations provided by an authorized DASI Solutions, LLC associate shall remain in effect for thirty (30) days from the origination date listed on the quotation unless otherwise noted by a listed expiration date. All quotations are subject to credit approval prior to acceptance by DASI Solutions, LLC.

Purchaser agrees that seller may obtain financial and credit reports on the business and principals from any lending institution and/or credit reporting bureaus at any time.

All amounts due for goods and services purchased are payable to the DASI Solutions, LLC facility at 31 Oakland Ave, Pontiac, MI 48342. All sales are non-refundable or non-returnable. All amounts due DASI Solutions, LLC are with the payment terms N/30 from date of invoice or payable in accordance with the purchase agreement/schedule as outlined on DASI Solutions LLC sales quotation. See footnote 1 for DASI Solutions, LLC quotations containing services items for Product Data Management. A 3% non-payment fee may be applied for balances that are over 30 days past due.

<sup>1</sup>PDM Professional, PDM Standard, and (or) Enterprise PDM Implementation service items due 25% in 30 days, balance due upon project sign off, or no later than 90 days from invoice date.

Purchaser shall notify Seller by certified mail of any change of ownership of Purchaser. Purchaser warrants to Seller that all financial information furnished for the purpose of obtaining credit is true, correct and complete in all material respects, and Purchaser authorizes Seller to investigate all references furnished pertaining to the credit and financial responsibility of Purchaser.

In the event the account is turned over to an attorney or other agency for collection, or suit is brought on same, or the same is collected through any judicial proceeding whatsoever, Purchaser shall pay all reasonable collection fees, attorneys' fees and court costs incurred by Seller.

### **WARRANTY**

The warranty for all products listed is supplied by the developer or manufacturer of those products. DASI Solutions, LLC will provide information only on product warranty.

### **SHIPPING**

Delivery dates are approximate and are based upon prompt receipt of all necessary information and approvals from customer. Shipping is billable to customer unless other arrangements are approved by DASI Solutions, LLC in advance and in writing. DASI Solutions LLC accepts no responsibility for delays due to causes beyond its control.

### **SEVERABILITY**

Should any provision of this contract be finally determined by a court or other competent authority to be unenforceable or prohibited in any state or other jurisdiction, then such provision shall, as to such provision and such jurisdiction only, be deemed severed to the extent of unenforceability or prohibition. Subject to such severance, all remaining provisions of this contract shall continue in full force and effect.

### **INTEGRATION**

A DASI Solutions, LLC proposal (quotation) when signed by the customer and accepted by DASI Solutions, LLC shall constitute the entire contract between the parties and no prior or present negotiations, correspondence, conversations, course of dealing or trade the specific terms hereof. No subsequent modifications of or additions to this contract shall become binding only when executed by the customer and when subsequently approved or acknowledged in writing by an officer of DASI Solutions, LLC. Customer acknowledges that no person or party other than those authorized can bind DASI Solutions, LLC contractually. It is expressly agreed that the terms and conditions of the quotation are part of any subsequent purchase orders of acceptance and shall prevail over any inconsistent provisions and that such contract shall be considered as being made and entered into at DASI Solutions, LLC of Pontiac, MI, under the laws of the State of Michigan.

### **SUBSCRIPTION SERVICE / SOFTWARE MAINTENANCE**

All Subscription Service and (or) Software Maintenance agreements remain in effect until the stated expiration date as listed by the developer or manufacturer. Hardcopy purchase order, signed quotation, or payment in full must be received in order to renew Subscription or maintenance agreements. Should customer elect to not renew Subscription agreements for any or all of their assets by the designated expiration date, reinstallation fee(s) or full product expiration may be imposed as detailed by developer or manufacturer.

### **TRAINING**

Training is for (1) student only, and is not to be shared amongst other users or co-workers. All training quoted to customer is valid for a period of 12 months from date of acceptance, unless otherwise agreed upon and noted in quotation. Hardcopy purchase order, signed quotation, or payment in full must be received one week prior to the start of class unless other arrangements have been made and approved by DASI Solutions, LLC. DASI Solutions LLC, reserves the right to reschedule classes with one or fewer confirmed students three days prior to scheduled class. While students have up to one year to complete a course, payment for training is due N/30 from date of invoice.

Cancellation policy for all training courses, on-site or at DASI training facility, is as follows: Before or within (7) days of class start date, training credits will be issued. Within (2) days of class start date, no credits will be issued unless otherwise approved by authorized member of DASI Solutions, LLC.