

RFA software - Terms and Conditions

This RFA – Terms and Conditions (“Agreement”) - assumes that the RFA software (Product) will be transferred to the End User electronically.

Please mail/Email or fax all purchase orders to :

WinSoft Inc.
1932 E. Deere Ave. Suite 110,
Santa Ana, CA 92705
Email: marketing@winsoft.com
Fax #: 949-428-4842

1. WinSoft’s Payment terms are based on the date of invoice issue.
2. Invoices not paid on their due date will accrue a 1% late charge per month. In addition to monthly late charge, WinSoft reserves the right to restrict services, contract for outside collections, and pursue legal action in the collection of any past due debt at the expense of the debtor. Furthermore, any work carried out including but not limited to the software provided under this Agreement will remain the property of WinSoft Inc. unless full payment is received.
3. Any applicable sales tax (or any other Tax) is not included in the price of this Agreement. It is the End User responsibility to pay said costs or provide written evidence of exemption.
4. Invoice payment terms shall be N30
5. This Agreement provides and refers to the Client purchasing of RFA software licenses. Each license will run on one computer and will require a software key provided by WinSoft or its agents.
6. Customers are provided with 30 days evaluation period (EVAL) to test the Product. Customer may return the Product within thirty (30) days of the EVAL period. Customer shall pay a 30% percent restocking charge on any unwanted Product returned to WinSoft. No returns will be accepted after the thirty (30) day period has expired.
7. LIMITATION OF LIABILITY. In no event shall WinSoft, its employees, agents or contractors, be liable under this Terms and Conditions Agreement for any indirect, special, exemplary, consequential or incidental damages including, but not limited to, loss of anticipated profits or revenue, loss of business information, economic loss, loss of data, cost or capital, cost of substitute or replacement equipment, facilities or services, down time, the claims of third parties, and injury to property, regardless of the nature of the claim, including but not limited to, breach of contract, tort (including negligence),

products liability or any other legal theory or strict liability, and even if WinSoft has been advised of the possibility of such loss or damage. If any portion of this section is held invalid on unenforceable, any liability of WinSoft and its suppliers and service providers under this Terms and Conditions is expressly limited to the fees the customer have paid for the service/product giving rise to the claim. The customer sole remedy against WinSoft and its suppliers and service providers in any dispute under this Terms and Conditions shall be to seek recovery of the amounts the customer have paid, upon the payment of which WinSoft and its suppliers and service providers shall be released from and discharged of all further obligations and liability to the customer. In no event shall WinSoft be held liable for any damages whatsoever exceeding the total value of this order/proposal.

Except as set forth in this Agreement WinSoft makes no representation or warranty of any kind whatsoever, including but not limited to, any warranty of freedom from patent infringement, of merchantability, of fitness for a particular purpose, or arising from a course of dealing or usage of trade or other express or implied warranties.

8. This Terms and Conditions contains the entire understanding of the parties and supersedes all previous oral and written Terms and Conditions with regard to the subject hereof. No term or condition of any purchase order issued by the client/customer/End User, inconsistent with this Terms and Conditions will be binding upon WinSoft.
9. The customer agrees that any dispute between the customer and WinSoft will be resolved exclusively and finally by arbitration administered by the national arbitration forum (NAF) and conducted under its rules.
10. This pricing offer herein is valid for **60** days from the date it was issued.
11. LIMITED WARRANTY. WinSoft Product is warranted against defects in materials and workmanship for a limited period of time from the date WinSoft ships the Product to the End User/ Customer. The current limited warranty is one (1) year; This Limited Warranty is void if failure of the Product has resulted from accident, abuse, misapplication, improper calibration by End User/ Customer, alternation by non WinSoft employees, Customer supplied third party software not intended for use with the applicable software, utilization of an improper hardware or software key or unauthorized maintenance or repair.
12. FORCE MAJEURE. WinSoft Inc. shall be excused for any delay or failure to perform due to any cause beyond its reasonable control, including but not limited to acts of governments, natural catastrophes, acts of Customer, interruptions, fires, strikes, floods, war, terrorism, riots of transportation or inability to obtain necessary labor or materials. WinSoft's estimated shipping schedule shall be extended by a period of time equal to the time lost because of any excusable delay. In the event WinSoft is unable to

perform in whole or in part because of any excusable failure to perform, WinSoft may cancel orders without liability to Customer.

ACKNOWLEDGMENT/GOVERNING LAW. End User/ Customer acknowledges reading these Terms and Conditions, understands them and agrees to be bound by them. A waiver of any provision of this Terms and Conditions shall not be construed as a waiver or modification of any other term hereof. Disputes arising in connection with these Terms and Conditions shall be governed by the laws of the State of California.