

Terms and Conditions

Welcome to INDUSMATION LLC.

Thanks for using our products and services (“Services”). The Services are provided by INDUSMATION LLC, located at 3837 Pine Valley Dr., Plano TX 75025

By using our Services, you are agreeing to these terms. Please read these Terms and Conditions (“Terms”, “Terms and Conditions”) carefully before using the www.indusmation.com website.

Our Services are very diverse, so sometimes additional terms or product requirements (including age requirements) may apply. Additional terms will be available with the relevant Services, and those additional terms become part of your agreement with us if you use those Services.

1.0 Terminology

The following terminology applies to these Terms and Conditions, Privacy Statement and Disclaimer notice, and any or all Agreements: “Client”, “You” and “Your” refer to you, the person accessing this website and accepting the Company’s terms and conditions. “The Company”, “Ourselves”, “We” and “Us” refer to our Company. “Party”, “Parties” or “Us” refers to both the Customer and ourselves, or either the Customer or ourselves. All terms refer to the offer, acceptance, and consideration of payment necessary to undertake the process of our assistance to the Client in the most appropriate manner, whether through formal meetings of a fixed duration, or by any other means, with the express purpose of meeting the Client’s needs in terms of providing the Company’s declared services / products, in accordance with and subject to applicable US laws. Any use of the above terminology or other words in the singular, plural, capital letters and/or plural, and/or these terms, is considered interchangeable and therefore a reference to them.

2.0 Using our Services.

You must follow any policies made available to you within the Services. Don’t misuse our Services. For example, don’t interfere with our Services or try to access them using a method other than the interface and the instructions that we provide. You may use our Services only as permitted by law, including applicable export and re-export control laws and regulations. We may suspend or stop providing our Services to you if you do not comply with our terms or policies or if we are investigating suspected misconduct.

Using our Services does not give you ownership of any intellectual property rights in our Services or the content you access. You may not use content from our Services unless you obtain permission from its owner or are otherwise permitted by law. These terms do not grant you the right to use any branding or logos used in our Services. Don’t remove, obscure, or alter any legal notices displayed in or along with our Services.

In connection with your use of the Services, we may send you service announcements, administrative messages, and other information. You may opt out of some of those communications.

Some of our Services are available on mobile devices. Do not use such Services in a way that distracts you and prevents you from obeying traffic or safety laws.

3.0 Privacy Statement

We are committed to protecting your privacy. INDUSMATION LLC’s privacy policies explain how we treat your personal data and protect your privacy when you use our Services. By using our Services, you agree that INDUSMATION LLC can use such data in accordance with our privacy policies.

Only authorized employees within the company who, in the course of their duties, can access and use information collected from individual customers.

We are constantly reviewing our systems and data to ensure the best possible service to our customers. Government authorities have created specific offences for unauthorized actions against computer systems and data. We will investigate such actions with a view to bringing legal action and/or civil action for damages against those responsible.

4.0 Purchases

If you wish to purchase any product or service made available through the Service ("Purchase"), you may be asked to supply certain information relevant to your Purchase including, without limitation, your end-user, territory, specific application, end-use and other relevant information.

5.0 Subscriptions

Some parts of the Service are billed on a subscription basis ("Subscription(s)"). You will be billed in advance on a recurring as per agreed upon contractual terms.

6.0 Software in our Services

When a Service requires or includes downloadable software, this software may update automatically on your device once a new version or feature is available. Some Services may let you adjust your automatic update settings.

INDUSMATION LLC gives you a personal, worldwide, royalty-free, non-assignable and non-exclusive license to use the software provided to you by INDUSMATION LLC as part of the Services. This license is for the sole purpose of enabling you to use and enjoy the benefit of the Services as provided by INDUSMATION LLC, in the manner permitted by these terms. You may not copy, modify, distribute, sell, or lease any part of our Services or included software, nor may you reverse engineer or attempt to extract the source code of that software, unless laws prohibit those restrictions, or you have our written permission.

7.0 Disclaimer Exclusions and Limitations

The information contained on this website is provided on an "as is" basis. To the fullest extent permitted by law, this company:

- excludes all representations and warranties with respect to this website and its content or that are or may be provided by affiliates or any other third party, including with respect to any inaccuracy or omission in this website and/or the Company's documentation; and
- excludes any liability for damages arising out of or in connection with your use of this website. INDUSMATION LLC, and INDUSMATION LLC's suppliers and distributors, will not be responsible for lost profits, revenues, or data, financial losses or indirect, special, consequential, exemplary, punitive damages or damage caused to your computer, computer software, systems and programs and data relating thereto or any other direct or indirect, consequential or incidental damages.

8.0 Liability for our Services

To the extent permitted by law, the total liability of INDUSMATION LLC, and its suppliers and distributors, for any claims under these terms, including for any implied warranties, is limited to the amount you paid us to use the Services.

In all cases, INDUSMATION LLC, and its suppliers and distributors, will not be liable for any loss or damage that is not reasonably foreseeable.

9.0 Business uses of our Services

If you are using our Services on behalf of a business, that business accepts these terms. It will hold harmless and indemnify INDUSMATION LLC and its affiliates, officers, agents, and employees from any claim, suit or action arising from or related to the use of the Services or violation of these terms, including any liability or expense arising from claims, losses, damages, suits, judgments, litigation costs and attorneys' fees.

10.0 Cancellation Policy

A minimum of one week notice of cancellation is required. Such notice may be given, in person, by email, mobile phone, text message and/or fax, or by any other means, and will be accepted subject to written confirmation. We reserve the right to charge a cancellation fee to cover any administrative and other costs.

11.0 Modifying and Terminating our Services

We are constantly changing and improving our Services. We may add or remove functionalities or features, and we may suspend or stop a Service altogether.

The Customer and INDUSMATION LLC have the right to terminate any Service Agreement for any reason whatsoever, including the termination of services already in progress. INDUSMATION LLC may also stop providing Services to you or add or create new limits to our Services at any time.

12.0 Refunds Policy

No refund will be offered when a service is deemed to have commenced and is, for all intents and purposes, in progress. Re-stocking fee for the provision of unused Services, and products not received by customer, will apply.

13.0 Log Files

We use IP addresses to analyse trends, administer the site, track user's movement, and gather broad demographic information for aggregate use. IP addresses are not linked to personally identifiable information. Additionally, for systems administration, detecting usage patterns and troubleshooting purposes, our web servers automatically log standard access information including browser type, access times/open mail, URL requested, and referral URL. This information is not shared with third parties and is used only within this Company on a need-to-know basis. Any individually identifiable information related to this data will never be used in any way different to that stated above without your explicit permission.

14.0 Cookies

Like most interactive websites, this Company's website uses cookies to enable us to retrieve user details for each visit. Cookies are used in some areas of our site to enable the functionality of this area and ease of use for those people visiting. Some of our affiliate partners may also use cookies.

15.0 Links others website

Our Service may contain links to third-party web sites or services that are not owned or controlled by INDUSMATION LLC.

INDUSMATION LLC. has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party web sites or services. The opinions expressed or material appearing on these websites are not necessarily shared or endorsed by us and should not be considered as the publisher of such opinions or material. Please note that we are not responsible for the privacy practices or content of these sites. We encourage our users to be aware when they leave our site and to read the privacy statements of these sites.

You should evaluate the security and reliability of any other site linked to or accessed through this site before disclosing any personal information to them. This company will not accept any liability for any loss or damage, in any manner whatsoever, regardless of the cause, resulting from your disclosure of personal information to third parties.

You further acknowledge and agree that INDUSMATION LLC. shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such web sites or services.

16.0 Links to this website

You may not create a link to a page on this website without our prior written consent. If you link to any page on this website, you do so at your own risk and the exclusions and limitations set out above apply to your use of this website.

17.0 Copyright Notice

Copyright and other relevant intellectual property rights exist on all text relating to the Company's services and the full content of this website. This Company's logo is a registered trademark of this Company in United States of America and other countries. The brand names and specific services of this Company featured on this web site are trade marked.

18.0 Force Majeure

Neither party shall be liable to the other for any failure to perform any obligation under any Agreement which is due to an event beyond the control of such party including but not limited to any Act of God, terrorism, war, Political insurgence, insurrection, riot, civil unrest, act of civil or military authority, uprising, earthquake, flood or any other natural or man made eventuality outside of our control, which causes the termination of an agreement or contract entered into, nor which could have been reasonably foreseen. Any Party affected by such event shall forthwith inform the other Party of the same and shall use all reasonable endeavours to comply with the terms and conditions of any Agreement contained herein.

19.0 Waiver

Failure of either Party to insist upon strict performance of any provision of this or any Agreement or the failure of either Party to exercise any right or remedy to which it, he or they are entitled hereunder shall not constitute a waiver thereof and shall not cause a diminution of the obligations under this or any Agreement. No waiver of any of the provisions of this or any Agreement shall be effective unless it is expressly stated to be such and signed by both Parties.

20.0 About these Terms

We reserve the right to modify these terms or any additional terms that apply to a Service to, for example, reflect changes to the law or changes to our Services. You should look at the terms regularly. If a revision is material, we will try to provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

We'll post notice of modifications to these terms on this page. We'll post notice of modified additional terms in the applicable Service. Changes will not apply retroactively and will become effective no sooner than 30 days after they are posted. However, changes addressing new functions for a Service or changes made for legal reasons will be effective immediately. If you do not agree to the modified terms for a Service, you should discontinue your use of that Service.

If there is a conflict between these terms and the additional terms, the additional terms will control for that conflict.

These terms control the relationship between INDUSMATION LLC and you. They do not create any third-party beneficiary rights.

If you do not comply with these terms, and we don't act right away, this doesn't mean that we are giving up any rights that we may have (such as taking action in the future).

If it turns out that a particular term is not enforceable, this will not affect any other terms.

The courts in some countries will not apply [STATE] law to some types of disputes. If you reside in one of those countries, then where [STATE] law is excluded from applying, your country's laws will apply to such disputes related to these terms.

21.0 Contact Us

If you have any questions about these Terms, please contact us at info@indusmation.com

22.0 Limited Warranty; Limitation of Liability. Unless INDUSMATION LLC provides for a special warranty (covering designated products) in writing attached hereto, INDUSMATION LLC only warrants that for a period of one (1) year from the date of delivery to Buyer of the products and components manufactured by original manufacturer, will be free of manufacturing defect in material and workmanship under normal use and service. Notwithstanding the above, a warranty period of only ninety (90) days shall apply to data processing equipment included as part of a system, and as to any services provided by INDUSMATION LLC. INDUSMATION LLC makes no warranty with respect to components which, by their nature, are normally required to be replaced periodically consistent with normal use or maintenance, or as listed elsewhere in the applicable quotation. The above warranties do not cover components manufactured by others and which are separately warranted by the original manufacturer. INDUSMATION LLC shall cooperate with Buyer in obtaining the benefits of the warranties by manufacturers of such items but assumes no obligation with respect thereto. All the Limited Warranty are subject to and limited to the extent of warranties provided by the original manufacturer only. The foregoing warranties shall cover all parts and labor necessary to make repair for the first ninety days after delivery, and thereafter parts. The provisions of this warranty shall not apply to any product (a) which has been subject to misuse, negligence, adverse environmental conditions or accident in installation or operation, (b) not operated in accordance with the printed instructions in the operation manual or good engineering and/or optical and/or electrical practice, or (c) which shall have been repaired, or altered, or serviced other than by persons authorized or approved by INDUSMATION LLC and the original manufacturer in writing to perform such work. Time, materials, and expenses shall be billed to Buyer at the rates then in effect for any repairs or replacements not covered by the above warranties. INDUSMATION LLC's entire liability and obligation, and Buyer's exclusive remedy, with respect to any breach by INDUSMATION LLC of the foregoing warranties is limited to, at INDUSMATION LLC's sole option, (a) repair or replacement at INDUSMATION LLC's factory of the products purchased, or any component thereof, which INDUSMATION LLC has determined to be defective after inspection at INDUSMATION LLC's factory or (b) the return and refund of purchase price paid; provided that prompt notice of any defect is given within the applicable warranty period and timely return of the defective products or components. All defective items replaced pursuant to the above warranty become the property of INDUSMATION LLC. Costs of shipping both defective items and replacements, therefore, shall be the responsibility of, and paid by, Buyer. The warranty applies only to original

Buyer and may not be assigned or extended to any of Buyer's customers or other users of the products, unless specified in writing by INDUSMATION LLC. THE ABOVE WARRANTIES ARE GIVEN EXPRESSLY IN LIEU OF ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE REMEDIES SET FORTH HEREIN ARE EXCLUSIVE. INDUSMATION LLC'S PERFORMANCE THEREOF SHALL CONSTITUTE FULFILLMENT OF ALL LIABILITIES OF INDUSMATION LLC WHETHER BASED ON CONTRACT, NEGLIGENCE OR OTHERWISE WITH RESPECT TO OR ARISING OUT OF INDUSMATION LLC'S PRODUCTS. INDUSMATION LLC SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, PUNITIVE, CONSEQUENTIAL OR SIMILAR DAMAGES, EVEN IF SUCH DAMAGES ARE REASONABLY FORESEEABLE. INDUSMATION LLC'S LIABILITY FOR ANY LOSS OR DAMAGES UNDER THIS AGREEMENT SHALL NOT EXCEED THE PURCHASE PRICE PAID BY BUYER FOR THE PARTICULAR PRODUCT OR SERVICE.

23.0 Governing Law: This Agreement and the rights and obligations of the parties hereunder shall in all respects be construed and governed by the laws of the State of Texas without regard to its conflict of law provisions. Each party hereby agrees and irrevocably submits to the non-exclusive jurisdiction and venue of the state or federal courts in Collin County in the State of Texas as to any suit, action or proceeding arising out of or relating to this Agreement, and each also hereby irrevocably waives any assertion that it is not personally subject to jurisdiction of any such court.