



New Customer Onboarding Form – Products Only Orders

PLEASE RETURN THIS FORM WITH ALL DOCUMENTATION TO NEWCOMPANYCREATION@GDT.COM

BUSINESS CONTACT INFORMATION

Business Name ("Customer"):		Contact Name/Title:	
Phone:	Fax:	Email:	Website:
Physical Address:			
City:	State:	ZIP Code +4:	
AP Contact:	Phone:	Fax:	Email:

BILLING INFORMATION

Bill to Address:			
City:	State:	ZIP Code +4:	
Phone:	Fax:	D&B Number:	PO Required: Yes No
Tax ID Number:	*W-9 is required		Tax Exempt: *Yes No *if answer is yes, please attach Tax Exemption Certificate

PAYMENT INFORMATION (To remit using ACH or wire transfer)

Bank Name:	Amegy Bank NA	SWIFT Code:	ZFNBUS55
Account Number:	General Datatech	Please send remittances via E-mail to ARGroup@gdt.com	
Routing Number:	113011258	Please mail checks to Dept D8014 PO Box 650002, Dallas, TX 75265-0002	

CUSTOMER ACCEPTANCE

Signature:	
Name:	
Title:	
Date:	

DOCUMENT CHECKLIST

	Purchase Order (provide PO #/ID)
	Signed W-9
	Tax Exemption Certificate (if applicable)

TERMS OF PURCHASE

Scope and Term. This Client Intake Form ("Agreement") is valid for use only for product purchases up to the amount stated in a purchase order acceptable to GDT. For the avoidance of doubt, this form may not be used to procure professional or managed services from or through GDT.

Payment and Taxes. Customer will pay undisputed fees within 30 days from receipt of an invoice. Amounts invoiced become past due on the 31st day after receipt of the invoice. GDT reserves the right to add a service charge of 1 1/2% per month (18% per annum) on any past due amounts. GDT's fees exclude, and Customer will pay, applicable taxes and similar charges, including sales, usage, excise, and value added taxes. If applicable law requires Customer to withhold any amount from payment, Customer will provide GDT with copies of documents related to its withholding upon GDT's request.

Shipping and Title. All products are shipped FOB Shipping Point. Transportation costs are paid by the Customer and title passes when the carrier takes possession of the products. Customer agrees to grant GDT a security interest in the products until all applicable invoices are paid in full.

Warranty. Except as provided by the original equipment manufacturer ("OEM") on the product packaging, as applicable, GDT provides products on an "AS-IS" basis. To the extent permitted by law, GDT disclaims, and this Agreement excludes, any implied or statutory warranty, including any warranty of title, non-infringement, merchantability, or fitness for a particular purpose. Customer agrees to look solely to the OEM for its warranty and remedies with respect to all products (hardware or software) purchased under this Agreement.

(Continued on following page)

Confidentiality. If Customer and GDT have entered into a Non-Disclosure Agreement (“NDA”), this Agreement incorporates the terms of the NDA and the NDA supersedes this Confidentiality section. “Confidential Information” means all information marked as “confidential”, “proprietary” or other similar designation, and includes all information that, due to the nature of the disclosure, should reasonably be understood as confidential, whether or not specifically identified as such. Confidential Information also includes such information that the parties exchanged in anticipation/preparation for the purchase of products hereunder. Each party agrees to protect the other party’s Confidential Information from unauthorized use, access or disclosure in the same manner as it protects its own Confidential Information, but with no less than reasonable care.

Indemnification. Customer will defend GDT, its affiliates, officers, directors, employees, and representatives from and against any damages, reasonable legal fees, and costs finally awarded against GDT to the extent resulting from any third party claim concerning (1) Customer’s use or misuse of the products provided by GDT, or (2) tax liability assessed or incurred against GDT in connection with the sale of such products to Customer.

Limitation of Liability. GDT will not be liable for consequential, incidental, indirect, exemplary, punitive, or special damages except in the event of GDT’s gross negligence, willful misconduct, or fraud. In no event will GDT’s aggregate liability for any breach of this Agreement exceed the amount paid for the particular product at issue and all claims by Customer must be brought within one year after the date of delivery of the product giving rise to such claim.

Compliance with Laws. Each party agrees to comply with all relevant laws and regulations of the United States and the country or territory in which the products are provided, including but not limited to export laws (“Laws”) to assure that no product is: a) exported, directly or indirectly, in violation of Laws, or b) intended to be used for any purposes prohibited by the Laws, including without limitation encryption technology, nuclear, chemical, or biological weapons proliferation.

Choice of Law. This Agreement shall be construed in accordance with the internal laws of the State of Texas (irrespective of its choice of law principles).

Disputes. All claims and disputes arising under or relating to this Agreement are to be settled by binding arbitration in the state of Texas or another location mutually agreeable to the parties. The arbitration shall be conducted on a confidential basis pursuant to the Commercial Arbitration Rules of the American Arbitration Association.

Notices. All notice related to this Agreement shall be provided by registered mail, return receipt requested (or other verifiable method utilizing a reputable carrier) to each party’s address shown on the first page hereof and shall be effective as of the date delivery is confirmed by the carrier.

Severability. If any provision of this Agreement, or the application thereof, shall for any reason and to any extent be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force, and the remainder of this Agreement and the application of such provision to other persons or circumstances shall be interpreted so as to best effect the intent of the parties hereto.

Survival. All obligations and duties of the parties that by their nature extend beyond termination of this Agreement shall survive and remain in effect beyond any termination hereof.

Entire Agreement. This Agreement and any purchase order represent the entire agreement between Customer and GDT regarding the subject matter of this Agreement. The terms contained on the face of this Agreement supersede all prior or contemporaneous representations, understandings, agreements, preprinted purchase order terms and conditions even by reference, or communications between Customer and GDT, whether written or verbal, regarding the subject matter or this Agreement, except as provided in the section titled “Confidentiality”.