



New Customer Onboarding Terms and Conditions

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

Authorized Signature:	
Name:	
Title:	
Date:	

DOCUMENT CHECKLIST

	Credit References
	Signed W-9
	Tax Exemption Certificate

Are vendors required to upload invoices into an online portal (i.e. ARIBA or COUPA)? _____

TERMS OF PURCHASE

GDT is authorized by certain licensors and original equipment manufacturers (collectively, "OEMs") to resell to Customer certain OEM Products subject to the terms and conditions set forth in this New Customer Onboarding Form (the "Agreement"). By placing an order with GDT, Customer agree that such orders will be governed by this Agreement unless or until there is a separate written agreement mutually executed between Customer and GDT that replaces this Agreement. Any additional or conflicting terms included on Customer's PO or Order will be for Customer's administrative purposes only and is not binding on GDT and are hereby rejected by GDT. Customer agrees that no additional writing or signed document shall be required between Customer and GDT to make an order legally binding pursuant to this Agreement, notwithstanding any contrary requirements under applicable law.

Products. This Agreement is valid for use Product purchases up to the amount stated in a purchase order acceptable to GDT. "Products" means hardware, software, and other materials manufactured by an OEM and supplied to Customer by GDT. Products may also include SaaS, maintenance, support, installation, and related services provided by or through an OEM and supplied to Customer by GDT. Products are sold by GDT as a reseller but remain subject to the terms of usage and policies of the applicable OEM.

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Services. This Agreement is also valid for professional services and consulting services pursuant to a mutually executed SOW between Customer and 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.

Non-Cancellation. Product orders are non-cancellable; any cancellation request must be in writing to GDT and in accordance with the applicable OEM policies. Services are subject to cancellation rights set forth in the applicable SOW.

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. In the event Products are shipped to GDT's warehouse rather than directly to Customer from the OEM, the Products will be held by GDT on a bill and hold basis in accordance with the terms of GDT's Warehouse policy, available upon request.

Warranty; Title. All use of the Products shall be governed by the OEM's ordinary terms and conditions for such Products unless Customer has a direct agreement in place with the OEM that extends to Products that Customer acquires from a reseller. Any and all usage rights are subject to the applicable OEM's policies. GDT provides no direct or independent warranty for Products. **CUSTOMER AGREES TO LOOK SOLELY TO THE OEM FOR ITS WARRANTY AND ANY EXCLUSIVE REMEDIES WITH RESPECT TO ANY PRODUCTS.** Title for Products will pass directly from the OEM to Customer. Product return policies and shipment terms and conditions are governed by the OEM's standard terms and conditions for the applicable Product. GDT is not authorized to modify the OEM's shipping terms or return policies. 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. Services provided by GDT are warranted for 30 days from deliver to Customer.

Confidentiality. If Customer and GDT have entered into a Non-Disclosure Agreement ("NDA"), this Agreement incorporates the terms of the NDA, excluding any term limitation, 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 or Services at issue and all claims by Customer must be brought within one year after the date of delivery of the Product or Service 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 and Services 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 and any disputes hereunder shall be construed in accordance with the internal laws of the State of Texas (irrespective of its choice of law principles). All claims and disputes arising under or relating to this Agreement are to be settled by binding arbitration in the State of Texas. 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".