

WarrantiesandLimitationofLiability.txt

RentalPoint Software

Warranties and Limitation of Liability

The 'Warranties and Limitation of Liability', hereinafter referred to as the 'agreement', is an agreement between you, hereinafter referred to as the 'Licensee,' and RentalPoint Software, hereinafter referred to as the 'Licensor'.

1. Program Warranty

Licensor warrants for a period of three months after the date of purchase that the operation of supported configurations of the RentalPoint Software system on an appropriately configured functional computer and environment will perform in substantial compliance with the Documentation supplied with the RentalPoint Software system. At any time in the three-month period the Licensee may return all software and attachments to the Licensor and receive a full refund for all license fees. All custom programming, delivery charges, or training fees, and expense incurred while training are not refundable.

2. Media Warranty

Licensor warrants the diskettes or any other computer storage media on which the RentalPoint Software system is supplied will be free from significant defects in materials and workmanship under normal use for one year after the date of original purchase.

3. DISCLAIMERS

THE WARRANTIES ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE TO THE FULLEST EXTENT PERMITTED BY LAW. LICENSOR DOES NOT WARRANT THAT THE RENTALPOINT SOFTWARE SYSTEM WILL MEET THE LICENSEE'S REQUIREMENTS, THAT THE OPERATION OF THE RENTALPOINT SOFTWARE SYSTEM WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ALL PROGRAM ERRORS OF THE RENTALPOINT SOFTWARE SYTEM WILL BE CORRECTED. THE LICENSEE ACKNOWLEDGES THAT THE CONDITIONS OF USE OF THE SOFTWARE ARE OUTSIDE THE CONTROL OF LICENSOR AND THAT LICENSOR'S LIABILITY FOR DAMAGES, REGARDLESS OF THE FORM OF ACTION, SHALL BE LIMITED TO THE AMOUNTS PAID FOR THE LICENSE OR IN THE CASE OF DEFECTIVE MEDIA REPLACEMENT OF THE DEFECTIVE MEDIA UPON PROOF OF PURCHASE AND RETURN OF DEFECTIVE MEDIA. LICENSOR'S LIABILITY FOR NEGLIGENT ACTS OR OMISSIONS OR BREACHES OF STATUTORY DUTY SHALL NOT EXTEND TO LOSSES CONSEQUENT UPON INTERRUPTION OF BUSINESS, LOST PROFITS OR CONSEQUENTIAL OR INCIDENTAL DAMAGES OF WHATEVER NATURE, BUT NOTHING CONTAINED HEREIN SHALL OPERATE TO EXCLUDE OR RESTRICT LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY LICENSOR'S NEGLIGENCE.

4. Notices

All notices which are required to be given hereunder shall be in writing and shall be delivered by (i) depositing the notice in the mail, (ii) email transmission, (iii) overnight delivery service, or (iv) hand delivery, and all notices should be addressed to the address as per this Agreement or to any other address as the recipient may designate by notice given in accordance with this Agreement. The notice shall have been deemed to have been served (i) if by mail, four (4) days after notice's deposit in the mail, (ii) if by email, on the date the notice is acknowledged to have been received by RentalPoint Software or a registered business trading as RentalPoint Software, (iii) if by overnight delivery service, on the day of delivery, and (iv) if by hand delivery, on the date of hand delivery.

5. Entire Agreement

The Agreement constitutes the entire understanding between parties relating to the subject matter of the Agreement and, save as may be expressly referred to or referenced above, supersedes all prior representations, writing, negotiations or understandings, oral or written, except in respect of any fraudulent representations made by either party.

6. Modification

Any modification or amendment to this Agreement to be binding must be in writing and signed by duly authorized representative of both parties.

7. Governing Law

The Laws of the State of New South Wales, Australia shall govern This Agreement and all matters arising out of or relating to this Agreement. [This Agreement is not subject to, and shall not be interpreted by, the United Nations Convention on Contracts for the International Sale of Goods. The parties to this Agreement agree to submit to the non-exclusive jurisdiction of the State of New South Wales].

8. Severability

In the event that any one or more of the provisions contained in this Agreement should be ruled wholly or partly invalid or unenforceable by a court, arbitration panel, government body or other authority or body of competent jurisdiction, then:

i) The validity and enforceability of all provisions of this Agreement not ruled to be invalid or unenforceable shall be unaffected;

ii) The effect of the ruling shall be limited to the jurisdiction of the court or other body making the ruling;

iii) The provision(s) held wholly or partly invalid or unenforceable shall be deemed amended, and the court or other body is authorized to reform the provision(s), to the minimum extent necessary to render them valid and enforceable in conformity with the parties' intent as manifested herein; and

iv) If the ruling, and/or controlling principle of law or equity leading to the ruling, is subsequently overruled, modified, or amended by legislative, judicial, or administrative action, then the provision(s) in question as originally set forth in this Agreement shall be deemed valid and enforceable to the maximum extent permitted by the new controlling principle of law or equity.

9. Headings

The division of this Agreement into Sections and subsections and the insertion of headings are for convenience of reference only and shall not affect its construction or interpretation.

10. Extended Meanings

In this Agreement, words importing the singular number include the plural and vice versa

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and words importing gender include all genders. The word "person" includes, subject to the context in which it appears, an individual, partnership, association, body corporate, trustee, executor, administrator or legal representative.

11. Waiver

Any waiver by one party breach of any term or provision by the other party shall not be construed as a waiver of any other provision of the Agreement nor a waiver of future breaches of the same term or provision

12. THIS AGREEMENT IS NOT BINDING UNTIL ACCEPTED BY LICENSOR.