




Load Xpert® – ORDER FORM

Bill To:	Attention (Name):		
Company:			Tax ID (Mandatory for USA):
Address:			
City:	State/Province:	Country:	
Zip/Postal Code:	Email:		
Tel:	Fax:		

Ship To (if different)	Attention (Name):		
Company:			Tax ID (Mandatory for USA):
Address:			
City:	State/Province:	Country:	
Zip/Postal Code:	Email:		
Tel:	Fax:		

QTY	Product	Unit Price	Total
USB License Key: <input type="checkbox"/> Standalone or <input type="checkbox"/> Network (\$ 595.00)			
Note: Please make sure that you do not lose the USB License Key. If you lose the key, software will not function and you have to re-purchase the full version of software.			
Shipping & Handling: <input type="checkbox"/> International (USD \$100 - \$150) <input type="checkbox"/> USA (USD \$ 50) <input type="checkbox"/> Canada (CAD \$ 40)			
Applicable Taxes: (Canada only)		Québec - 5% GST + 9.975% QST ON, NB, Nfld & Labrador - 13% HST PEI - 14% HST NS- 15% HST Rest of Canada - 5% GST	GST: HST: QST:
			Total:

<input type="checkbox"/>  <input type="checkbox"/>  <input type="checkbox"/> 	Name on Card:
Credit Card # :	Exp Date:
Signature:	

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CIE-TECH Inc. warrants that the media (compact disc or other) and documentation of the "SOFTWARE" will be free of defects in materials and workmanship for a period of thirty (30) days from the date of purchase. In the event of notification of a defect within the Limited Warranty period, CIE-TECH Inc. will replace at no charge the defective media or documentation. The remedy for breach of this Limited Warranty shall be limited to replacement of physical media and documentation and shall not include or extend to any claim for or right to recover any other damages, including but not limited to, loss of profit, data, or use of the "SOFTWARE", or special, incidental, or consequential damages or other similar claims, even if CIE-TECH Inc. has been specifically advised of the possibility of such damages.

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The "SOFTWARE" should only be used by knowledgeable personnel with extensive heavy vehicle experience. The determination of the software user's qualifications is the obligation of the "Licensee" of the "SOFTWARE" under the aforesaid License Agreement.

CIE-TECH Inc. does not guarantee the accuracy and/or usefulness of the results or solutions of any analysis obtained with the "SOFTWARE". Confirming the accuracy and/or usefulness of all the results obtained with the "SOFTWARE", is the responsibility of the "Licensee" or user.

This agreement is governed by the laws applicable in the province of Quebec, Canada.

I, _____, Authorized officer, acknowledge that I have read and understood the above License Agreement to which the **Load Xpert ("Software")** is subjected to.

Signature: _____ Date: _____

Title: _____

Company: _____

TERMS AND CONDITIONS FOR SERVICE CONTRACT (ANNUAL)

***Load Xpert – Axle Load Calculation* software**

Service contract is subject to the following Standard Terms and Conditions. These provisions set forth are only obligations of CIE-TECH regarding service contract. "Licensee" shall refer to the entity entitled to receive the service contract.

Licensee has licensed from CIE-TECH the ***Load Xpert – Axle Load Calculation*** software for which Licensee has elected to purchase service contract for (the "**Covered Software**").

A. Terms and Conditions

Service contract means software maintenance and technical assistance via telephone. Service contract is valid for one year from the date of purchase of the Covered Software for the first year or from the date of purchase of the service contract for the subsequent years.

A.1 Software Maintenance

Software maintenance means fixing software bugs, and providing new updates and enhancements.

1. CIE-TECH will provide Licensee, at no additional fee, as they become available, software bug fixes, new updates, and enhancements to the Covered Software.
2. Some new updates and/or enhancements may require more advanced or larger capacity computer equipment and/or third party software. Computer equipment and software compatibility shall be Licensee's sole responsibility.
3. It is anticipated that one or more updates will be issued per year.
4. Licensee will be notified by email whenever software bug fixes, updates, and enhancements are released. All software patches, updates, and enhancements will be posted on CIE-Techs' web site and available for Licensee to download. Licensee is solely responsible for downloading/installation.
5. CIE-TECH will provide Licensee, at no additional fee, as they become available, updates and enhancements to existing documentation.
6. Licensee must stay current with the Covered Software to benefit from software bug fixes. Software bug fixes will be implemented only in the latest version of the Covered Software.

A.2 Technical Assistance (via telephone)

Technical assistance means providing help during software installation and answering questions related to software issues during normal usage of the Covered software.

1. Technical assistance will be provided only via telephone from 9h00 to 17h00 (EST), Monday to Friday with the exception of statutory business holidays in Quebec.
2. Technical assistance will be provided for all reasonable queries by the Licensee and may be limited as follows:
 - 5 hours per year per single license.

B. Exclusions

The following is expressly excluded from the terms of this Agreement:

1. Provision, installation and/or support of new versions and/or enhancements to current versions of non - CIE-TECH software. Non-CIE-TECH software includes but shall not be limited to, operating system software, word processing, spreadsheet, reporting, and/or database software.
2. Installation of software patches, updates and enhancements to the Covered software.
3. Upgrading any hardware and memory on the system on which Licensee use the Covered Software.

4. If Licensee is using CIE-TECH products that require a common database, Licensee must remain current on Service contract for all products for as long as the Covered Software is in use in order to assure the integrity of the Covered Software. Cancellation of Service contract on any one system may cause incompatibilities with related products, and performance of all Covered Software could be adversely affected.
5. CIE-TECH has no obligation to perform support services in connection with issues resulting from hardware or software not supplied by CIE-TECH.

C. Charges

1. Renewal fees are calculated annually for a 1-year period and may be subject to an inflationary adjustment defined at the time of renewal. If Licensee purchases additional Software or licensed users for such Software, these additions will automatically be subject to Service Contract fees and will be invoiced accordingly.
2. All charges for Service Contract are payable in advance. Licensee will be notified to renew the Software Contract at least thirty (30) days prior to the expiration of the service contract. If Licensee fails to renew the Service contract CIE-TECH may withhold service contract privileges.
3. Charges do not include charges related to third party software programs, which may be required to run the Covered Software. Licensee may be required to pay separately for any upgrades in such third party programs.
4. If Licensee cancels Service Contract no credit will be given for partial Maintenance periods. Software updates or technical assistance will not be available without Service Contract.
5. Reinstatement of lapsed service contract will require full payment of service contract fees that would have been due from the expiration of the last active service contract period through the reinstatement date. Payment of the applicable amount for the current service contract period will be due upon reinstatement. This reinstatement policy applies if service contract has been cancelled or there is otherwise a lapse in service contract coverage, such as for nonpayment of fees. Upon reinstatement, Licensee will receive the latest version of the software.

The provisions of this Agreement have precedence over any correspondence or all communications between the Licensee and CIE-TECH Inc., without limitation, to any purchase order given by the Licensee.

This agreement is governed by the laws applicable in the province of Quebec, Canada.

The undersigned acknowledges having read and understood this Agreement to which the ("**Covered Software**") is subjected and declares having the authority to sign it and thereby bind the Licensee.

Name of Licensee: _____
(Corporation/Company)

Address: _____

By (signature) : _____

Name : _____

Title : _____ Date : _____