



P.O. Box 420 ♦ 420 N State Rd 25 ♦ Rochester, IN 46975  
 Toll Free (800) 354-4534 ♦ (574) 224-8680 ♦ Fax (574) 223-6106  
 E-mail: [toppindustries@toppindustries.com](mailto:toppindustries@toppindustries.com) ♦ Web-site: [www.toppindustries.com](http://www.toppindustries.com)

## **BasinCAD Software License Agreement**

### **BASINCAD INFORMATION**

BasinCAD provides three different file formats to choose from, .pdf (requires Acrobat Reader to open), .dwg and .dxf files. Direct all questions to the Engineered Sales Department.

### **LICENSE AGREEMENT**

Must be reviewed and signed in order to be eligible for updates and customer service. Print this form out, sign, and fax to **ATTN: Judy Terry (574)223-6106.**

### **INSTALLATION**

User/Customer shall be responsible for installing BasinCAD software.

### **LIMITED WARRANTY**

This program, instruction manual and reference materials are sold or supplied “as is”, without warranty as to their performance, merchantability of fitness for any particular purpose. The entire risk as to the installation, results, and performance is assumed by you, the user/customer.

This program is sold/supplied without any expressed or implied warranties whatsoever. Because of the diversity of conditions and hardware under which this program be used, no warranty of fitness for a particular purpose is offered. The user is advised to test the program thoroughly before relying on it. The user/customer must assume the entire risk of the program. Topp Industries, Inc. will not be held liable to the user/customer for any special, incidental, or consequential damages, even if formed of the possibility in advance. In no event, will Topp Industries, Inc. liability in connection with BasinCAD software exceed the sum of one dollar. These limitations apply to all cases of action in the agreement, including without limitation, breach of contract, breach of warranty, failure of essential purpose, negligence, strict liability, misrepresentation and other causes of action based on similar or other legal theories, but do not apply damage to tangible property or personal injury caused by Topp Industries, Inc. employees while on customer’s premises.

### **NOTICE**

All notices require or otherwise given under this agreement shall be furnished to the following addresses or to such other addresses as the respective parties may designate from time to time in writing;  
 Topp Industries, Inc.-P.O. Box 420-Rochester, IN 46975

IN WITNESS THEREOF, the parties hereto, each acting under sue and proper authority, having executed this agreement as of the date stated below.	
Company Name: Topp Industries, Inc.	Company Name:
Address: P.O. Box 420 - 420 N. State Rd 25	Address:
City, State, and Zip Code: Rochester, IN 46975	City, State, and Zip Code:
Phone Number: (800) 354-4534 or (574) 223-3681	Phone Number:
Fax Number: (574) 223-6106	Fax Number:
	Customers Signature:
	Date:

***“Where Your Priorities Become TOPP Priorities”***