

AOPEN STANDARD TERMS OF SALE FOR AOPEN PRODUCTS

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THIS AOPEN STANDARD TERMS OF SALE FOR AOPEN PRODUCTS (“AGREEMENT”) APPLIES TO ANY OF AOPEN QUOTATIONS ACCEPTED BY YOU, YOUR ORDERS, PURCHASES, RECEIPTS, DELIVERIES, PAYMENTS AND/OR USES OF AOPEN PRODUCTS (“PRODUCTS”) PROVIDED BY AOPEN COMPUTER B.V. DIRECTLY (“AOPEN”).

Except as otherwise you and AOPEN entered into a written agreement separately, you hereby acknowledge and agree the following terms and conditions:

1. LIMITED WARRANTY

Unless otherwise agreed by AOPEN in writing, from the date you purchase the Products, any Products you purchase include a limited warranty provided by AOPEN. (Please refer to the AOPEN Limited Warranty Policy located at <http://w1.aopen.com/uploads/file/3000/20211115060446.pdf> for the term of your limited warranty.) To the fullest extent permitted by law, AOPEN expressly disclaims any additional warranties or guaranties, including any implied warranties and warranties of merchantability, fitness for a particular purpose or non-infringement.

2. PRICING, AVAILABILITY AND ERRORS

Price is defined and stated on each quotation issued, the quotation which issued by AOPEN does not constitute an order. Stated prices are exclusive of any and all freight or shipping fees, and sales, license, value added, or similar tax, tariffs or duties, unless otherwise stated on the quotation. The payment price with applicable tax, tariffs or duties will be included and demonstrated on the invoice issued by AOPEN. Prices and availability of Products and services are subject to change without notice. Errors will be corrected where discovered, and AOPEN reserves the right to revoke any stated offer and to correct any errors, inaccuracies or omissions including after a quotation and/or an order has been submitted regardless of whether or not such quotation or order has been confirmed and or payment received. This includes, but is not limited to, pricing errors and unintentional misrepresentations of availability and/or product attributes. To the fullest extent permitted by law, AOPEN reserves the right to cancel quotations or orders where errors, mistakes or omissions are discovered.

3. ORDER ACCEPTANCE/ CONFIRMATION

Your receipt of an electronic or other form of order confirmation does not signify our acceptance of your order, nor does it constitute confirmation of our offer to sell. To the fullest extent permitted by law, AOPEN reserves the right at any time after receipt of order to accept or decline an order for any reason. AOPEN begins processing accepted orders immediately and is therefore unable to accept order cancellation requests once you have received an order confirmation.

4. ORDER LIMITATIONS/ LIMITED QUANTITIES

AOPEN reserves the right to reject any order placed, and/or to limit or cancel quantities on any order purchased per person, per household or per order, without giving any reason. These restrictions may include orders placed by the same account, the same credit card, and orders that use the same billing and/or shipping address. If AOPEN makes changes and/or rejects any orders, AOPEN will notify you by contacting the e-mail address and/or billing address provided when the order is placed.

5. PAYMENT

Payment for the full product purchase price and any related prepaid freight transportation charges and taxes as itemized in AOPEN's Invoice shall be made in Net 30 days provided your credit request has been approved by AOPEN. No discounts are authorized unless otherwise prior agreed by AOPEN in writing. Each shipment shall be separately invoiced and paid for when due without regard to other shipments. You shall not apply pending product returns and other account credits until a Credit Note from AOPEN is issued. Should you fail to make any payment when due or defaults in any way, AOPEN reserves all rights to withdraw credit and/or suspend or cancel performance under any or all orders from you.

6. ORDER CANCELLATIONS, RETURNS AND REFUNDS

Please note that there are cases when an order cannot be processed for various reasons. AOPEN reserves the right to refuse or cancel any order for any reason at any given time. In the event that an item is mispriced, we may, at our own discretion, either contact you for instructions or cancel your order and notify you of such cancellation. We shall have the right to refuse or cancel any such orders whether or not the order has been confirmed and your credit card or bank account charged.

Products are no-return and nonrefundable. If there were any DOA (Defect On Arrival), AOPEN will accept the DOA goods and arrange a replacement with the following conditions:

- a) Prior to return of any products to AOPEN for any reason, you shall first obtain a valid AOPEN RMA Number by advising AOPEN of: quantity, part number, original purchase order number, original shipment number, original invoice number, serial number and a detailed reason for product return.

- b) AOPEN will accept returns only after a RMA number is issued by AOPEN authorizing return of product.
- c) You shall promptly ship all such authorized returns to AOPEN's designated address freight prepaid by you.
- d) Products must be properly packed in its original shipping package with all accessories, manuals, software media, and shall display appropriate reference to the issued AOPEN RMA number on containers in which the returned product is shipped. You shall make sure there are no missing or broken components/parts found on the return products.
- e) The defect of the return product is not caused by natural disasters, external electrical fault, accident, software problem, virus, abuse or modifications to the product, mishandling such as water spillage screen crack/dent due to drop, part/component broken due to improper installation etc.
- f) Unauthorized returns or returns which fail to display appropriate reference will be subject to return shipment to you, freight collect. Final approval by AOPEN as to credit or replacement in the event of defective product returns may be held pending verification of pertinent facts, inspection and/or testing by original manufacturers.
- g) Non-defective products cannot be returned. Return of any non-defective product is subject to a minimum 15% restocking fee.
- h) AOPEN shall not be liable for reimbursement to you of any non-refunded import duty applicable to return products.
- i) Prices are effective from creation date or until otherwise notified.

7. SHIPPING

Shipping, handling and tax are additional unless otherwise expressly indicated at the time of sale. Costs for shipping and handling vary from sale to sale. Loss or damage that occurs during shipping by a carrier selected by AOPEN is AOPEN's responsibility. Loss or damage that occurs during shipping by a carrier selected by you is your responsibility. You must notify AOPEN within five (5) days of the date of your invoice or acknowledgement if you believe any part of your purchase is missing, wrong or damaged. Unless you provide AOPEN with a valid and correct tax exemption certificate applicable to your purchase of Products and product ship-to location, you are responsible for sales and other taxes associated with the order. Shipping and delivery dates are estimates only.

8. DELIVERY AND ACCEPTANCE

Title to and risk in the Products passes to you upon delivery of the Products to you, unless otherwise specified in the quotations.

Provided that the Products are delivered and ready for dispatch, you shall pick-up and accept the delivered the Products within five (5) working days. If you fail to pick-up and accept the delivered Products within the period aforesaid, you shall reimburse AOPEN for

any additional expenses and/or losses, including but limited to the storage costs.

9. SERVICE AND SUPPORT

Service and support are provided in accordance with the AOPEN Limited Warranty Policy (<http://w1.aopen.com/uploads/file/3000/20211115060446.pdf>). Services and support may be performed by third parties authorized by AOPEN.

10. TRADEMARK AND COPYRIGHT

The name, logo, branding elements, web sites and promotional materials of AOPEN are subject to various trademark and copyright protections. AOPEN reserves all rights.

11. USER RESPONSES

Any information or materials or ideas you transmit to or post on AOPEN websites will be regarded as non-confidential and non-proprietary and treated in accordance with Privacy Guideline. You are prohibited from posting or transmitting to or from this site any unlawful, threatening, libelous, defamatory, obscene or pornographic material, profane material or other material that would violate any law. AOPEN may, but is not obligated to, monitor user responses that are posted on the websites and AOPEN disclaims any liabilities related to the content of any communications from any user.

12. PRIVACY

Information submitted to AOPEN (including via the placement of an order or the submission of an inquiry) is subject to AOPEN's privacy policy. AOPEN will maintain and use your customer information in accordance with its Privacy Policy.

13. DISCLAIMER

AOPEN makes no representations about the accuracy or suitability of the information included on the website for any purpose and makes no commitment to update the information. THIS INFORMATION IS PROVIDED "AS IS" AND AOPEN DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY. AOPEN reserves the right to make any changes to the content or the products and/or the programs described at any time without notice. Applicable law may not allow the exclusion of implied warranties, so the above exclusion may not apply to you.

14. LIMITATION OF LIABILITY

IN NO EVENT SHALL AOPEN OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, SPECIAL,

INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER, INCLUDING LOSS OF PROFITS OR DATA, IN CONNECTION WITH THE THIS AGREEMENT, PRICE CHANGE, USE OR PERFORMANCE OF AOPEN WEBSITE, ANY WEBSITE LINKS TO THIS SITE OR THE MATERIALS OR INFORMATION CONTAINED AT ANY OR ALL SUCH SITES, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF AOPEN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. APPLICABLE LAWS MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

15. LEGAL COMPLIANCE

In addition to this Agreement, you must familiarize yourself with, and comply with the policies, domestic laws (including common law) international laws, statutes, ordinances and regulations regarding your use of our services including bidding on, listing, purchase, solicitation of offers to purchase, and sale of items.

16. GENERAL.

You must not assign or otherwise transfer any of its rights and obligations under this Agreement whether in whole or in part without the prior written consent of AOPEN. Any such unauthorized assignment will be deemed null and void.

If any provision of this Agreement is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these terms and conditions herein and the remainder of the provisions in question will not be affected.

AOPEN are intended beneficiaries of this Agreement. Any inconsistency between these Agreement and any other agreement included with or relating to Products or services purchased from AOPEN, other than an extended service plan, shall be governed by this Agreement. This Agreement may not be modified, altered or amended without the written agreement of AOPEN which specifically states that the writing is intended to modify, alter or amend this Agreement. Any additional or altered terms shall be null and void, unless expressly agreed to in writing by AOPEN. If any term of this Agreement is illegal or unenforceable, the legality and enforceability of the remaining provisions shall not be affected or impaired.

17. LINKS TO OTHER WEBSITES

Links to third party websites on this site are provided solely as a convenience to you. If you use these links, you will leave this site. AOPEN does not review or control these third party sites and does not endorse or make any representations about them. If you decide to access any of the third party sites linked to this site, you do this entirely at your own risk.

18. AOPEN RESERVES THE RIGHT TO CHANGE THIS AGREEMENT AT ANY TIME. THE NOTICE CONTAINED HEREIN IS SUBJECT TO CHANGE WITHOUT NOTICE.