

Terms of Sales & Limited Warranty

Commercial Products

1. Definitions

“Buyer” means the one who buys or agrees to buy Products from seller.

“Conditions” means the terms and conditions of sale set out in this document and any special terms and conditions agreed in writing by the Seller to the Buyer

“Products” means items made available by advoli for sale, as free goods or as samples, inclusive but not limited to advoli graphics cards, transmitters and receivers quoted for which the Buyer agrees to obtain or purchase from the Seller.

“Incoterms” means the terms drawn up by the International Chamber of Commerce current at the date.

“Seller” means Advoli Limited, a company organised and existing under the laws of Hong Kong, with its registered office at 31/F, Chinachem Century Tower, 178 Gloucester Road, Wanchai, Hong Kong, with its operational and technology development office at 6F, No.18, Ln. 120, Sec. 1, Neihu Rd., Neihu District, Taipei 114, Taiwan.

“Price” means the net price for Products to be paid by Buyer.

2. Conditions applicable

2.1 These Conditions shall apply for the sale of Products by the Seller to the Buyer to the exclusion of all other terms and conditions including any terms or conditions which the Buyer may purport to apply under any purchase order, confirmation of order, or similar document.

2.2 All orders for Products shall be deemed to be an offer to the Buyer to purchase Products pursuant to these Conditions. Acceptance by the Seller is binding only when such acceptance is in writing.

2.3 Acceptance by the Buyer of a quotation made by the Seller shall be deemed conclusive evidence of the Buyer's acceptance of these Conditions. Quotations are, unless otherwise stated, valid for 30 days.

3 Price and payment

3.1 The Price shall be the Seller's quoted net price, EXW Sellers depot.

3.2 The Products shall be pre-paid before the Products are handed over to Buyer's appointed transporter.

4. Products

4.1 The Buyer shall be solely responsible for establishing suitability, and is liable for any claims made with respect to the suitability of purpose of the Products supplied by and ordered from the Seller.

4.2 The Seller reserves the right to make any changes in the specification of the Products which are required to conform with any applicable safety or other statutory requirements or, where the Products are to be supplied to the Seller's specification, which do not materially affect their quality or performance.

4.3 The Seller reserves the right to sub-contract any work involved in the manufacture of the Products.

5. Limited Warranty and Liability

5.1 The Seller warrants that the Products will at the time of delivery correspond to the description given by the Seller.

5.2 The Seller shall be liable for claims, damages, costs of and any other loss to the Buyer up to the value of the Products supplied. Under no circumstance shall the Seller be further liable, to the Buyer or otherwise, whether for loss of profit or any other direct or indirect or consequential loss, howsoever caused or arising. The Seller shall only be liable, to the Buyer or otherwise, to the value of that part of an order outstanding to the Buyer, where non-performance of a contract is deemed to be the Seller's fault.

5.3 Subject to the provisions set forth in Article 5.1, Seller warrants that Products are in conformity with specifications, data sheets and instructions for use that are issued by Seller or are published on its website; provided, however, that if other consent is made in writing between Seller and Buyer, such consent shall prevail. The warranties under Article 5 shall last for three (3) years from the date of shipment of Products for Buyer.

5.4 The warranty shall be subject to the following conditions that: (i) allegedly defective Products are returned to Seller so that the cause of the alleged defect may be inspected; (ii) such defective condition can be reproduced at Seller; and (iii) Seller confirms that such defect is not in conformity with the warranties provided by Seller. Seller shall not be liable for any defect that is caused by the use or non-use that deviates from what is prescribed in the specifications, data sheets and instructions for use, and any neglect, misuse, or error in handling, including inappropriate mounting or tests, by Buyer or any third party. Further, Seller assumes no liability with respect to Seller Products that has been disassembled, are altered or modified by Buyer or any third party. In addition, Seller assumes no liability whatsoever for any defect etc. of Products caused by or due to external factors such as a surge, moisture, extreme temperatures, dust, noise, distortion, and stress, or any defect of Products created as a result of Buyer's design, specifications, or instructions etc.

5.5 Seller shall, at its election, repair or replace the non-conforming Products, or refund the amount paid by Buyer to Seller for the non-conforming Products, and this shall be Seller's sole obligation to Buyer for Products failing to meet Seller's warranty. If Seller elects to repair or replace the non-conforming Products, adequate time shall be provided to Seller for such repair or replacement. Warranty for such repaired or replaced Products shall be provided for the remaining duration of the original warranty period.

5.6 Seller shall not provide any warranty to Buyer whatsoever, explicitly or implicitly, as to the marketability or the fitness for a particular purpose of seller's Products.

5.7 Buyer agrees that prior to using or distributing any products or systems that include Products, Buyer will thoroughly test such products or systems and the function of Products used in such products or systems. Seller may provide technical assistance, data or other services, provided that Seller's warranties, as set forth above, shall not be expanded or changed by providing such assistance or services, and no additional obligation or liability shall arise from such assistance or services.

5.8 Sample products, software, test products or articles under development, (including design samples, engineering samples, and evaluation boards) are provided on an "as-is" basis without warranty.

5.9 This warranty shall be the sole and exclusive remedy to the Buyer. In no event shall Seller be liable for incidental or consequential damages of any kind (property or economic damages inclusive) arising from the sale or use of Product. Buyer assumes and will hold Seller harmless with respect to all such losses.

5.10 Seller assumes no warranties exceeding the warranties provided to Buyer or any third party including the Buyer's customers. This provision does not require Seller to extend its warranties to any downstream purchaser or user of Seller Products.

5.11. Warranty exceptions: Limited product Warranty is applicable with the following exceptions, a) alteration, modification, improper use, neglect, improper packing or shipping (carrier responsibility), lightning, power surges, extreme temperatures and moisture, dust or other acts of nature that result in damage, deterioration or malfunction to product. b) any unauthorised tampering with this product, any repairs attempted by anyone unauthorised by Seller to make such repairs, or any other cause which does not relate directly to a defect in materials and/or workmanship of this product that result in damage, deterioration or malfunction to product. c) consumables such as enclosures, cables, batteries, fans, power supply, and other moving or rotating mechanical parts, and any accessories used in conjunction with the product(s).

5.11 For the AMD® or NVIDIA® GPU supplied on the MXM module Seller extends the same 2-year warranty that Seller is provided from its date of purchase.¹

5.12 The Limited Warranty is only valid if the label bearing serial number has not been altered, removed or defaced from the product

6. Delivery of the Products

6.1 Any dates or periods for the delivery and or performance of the Services of the contract are best estimates and approximate only. The Seller shall attempt to comply with these estimates. The Buyer shall not seek to bind the Seller to, nor constitute a binding obligation on the Seller with respect to such estimates.

6.2 Delivery of Products shall be made according to the guidelines laid down by Incoterms and the method of delivery shall be agreed in writing by the Seller and the Buyer prior to any acknowledgement of order.

6.3 The Seller shall be entitled to suspend deliveries to the Buyer should the Buyer be considered to be in breach of any obligations to the Seller.

¹ AMD: trademark of Advanced Micro Devices, Inc., USA , NVIDIA: trademark of Nvidia Corporation, USA

6.4 Short deliveries shall be notified to the Seller in writing, by the Buyer within five (5) working days of receipt of the delivery.

6.5 Should there be delays by any circumstances or condition beyond the Seller's control, but without prejudice to the generality of the foregoing, war, industrial dispute, strike, lock-out, riot, fire, storm, Act of God, accident, non-availability of materials and/or labour, any statute, rule, byelaw, order or requisition made or issued by any Government or Government Department, local or constituted authority, junta or dictatorship then the Seller reserves the right to suspend further performance or delivery of any contract until such time as the cause delay shall no longer be present.

7. Acceptance of the Products

7.1 The Buyer shall be deemed to have accepted the Products upon delivery to the Buyer's appointed transporter.

7.2 All claims for damage to or partial loss of Products, must be notified promptly to the Seller initially by telephone and immediately confirmed in writing, in any case within 10 working days after delivery at Buyer's destination.

8. Waivers

8.1 The Seller's right to require strict performance by the Buyer of all the terms and conditions and particularly the provisions relating to the payments and taking deliveries shall not in any way be affected by any previous waiver, forbearance or course of dealing by the Seller, and no time, relaxation, or indulgence granted by the Seller to the Buyer shall in any way prejudice strict rights under this contract.

8.2 Where it relates to delivery by instalments the Buyer shall not by virtue of any defect or deficiency in any one instalment be entitled to reject any other instalment.

9. Intellectual property

9.1 The specifications and designs of the Products (including the copyright design right, patents and/or other intellectual property in them) shall as between the parties be the property of the Seller.

9.2 The Buyer agrees to not re-engineer Seller's Products.

10. Storage

If the buyer fails to collect Products from the Seller, or accept deliveries made by the Seller, the Seller shall be entitled to make a storage charge against the Buyer, should the Products remain on the Seller's premises seven days after the Buyer has been notified by the Seller that they are ready for collection.

11. Arbitration

If any dispute or difference shall arise between the parties as to the meaning of this Terms of Sales & Limited Warranty or any matter or thing arising out of or connected with it then it shall be referred to the determination of an arbitrator to be appointed by agreement of the parties or (in default of an agreement within 21 days of the service upon one party of a written request to concur in such appointment) at the Hong Kong International Arbitration Centre (HKIAC). There shall be only one arbitrator. Any such arbitration shall be administered by HKIAC in accordance with HKIAC Procedures for Arbitration in force at the date including such additions to the UNCITRAL Arbitration Rules as are therein contained.

12. Proper law

Subject to the laws of Hong Kong. The parties agree to submit to the exclusive jurisdiction of the Courts of Hong Kong.

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