



STANDARD TERM AND CONDITION OF SALE

1. **General** – The Standard Terms and Conditions of Sale apply to the sale of items where a quotation is made. No variation or cancellation of any of the conditions of sale shall be binding the AICSYS, Inc. and any of its management, employees, and shareholders, which hereon is termed as the 'Company', unless agreed by the Company in writing.
2. **Precedence** – In the event of any conflict between these conditions and those which may be included in or implied by any document forming part of any inquiry specification, quotation, order, or contract, then these conditions shall prevail except in as far as are expressly varied by the Company in writing or otherwise by the law.
3. **Acceptance** – A quotation is not to be construed as an offer or obligation to sell, and the Company reserves the right to accept or reject any order received. When a quotation specifies a deposit to be paid, then no products shall be supplied until the deposit is paid in full, except otherwise agreed by the Company.
4. **Validity** – Unless otherwise stated, quotations and thereafter are subject to confirmation before acceptance.
5. **Cancellation or Variation** – Once it is already signed by the Customer and signed back to the Company, a Pro-forma Invoice cannot be canceled. The process of manufacturing the goods can only be initiated after the Company receives the advance TT payment. In the case that a Customer insists on a cancellation after a Pro-forma Invoice is signed and sent back to the Company, a cancellation charge between 30% and 50% of the total value has to be paid by the Customer. A contract may at the Company's discretion, be terminated in the event of insolvency of the Customer (whether or not it has been agreed by the Company), may only occur on terms which will provide for the Company to be indemnified by the Customer against any loss or damage. An order may be varied only if such a variation is accepted by the Company in writing and any variation or cancellation by the Customer (whether or not it has been agreed to by the Company) may occur on terms which will provide for the Company to be indemnified by the Customer

against any loss or damage.

6. **Information and Drawings** – All descriptive specifications, illustrations, drawings, data, dimensions, and weights furnished by the Company or otherwise contained in catalogues and other advertising matter of the Company are approximates only and are intended to be by way of general description of the goods and shall not form part of the contract unless certified by the Company in writing, in which case they shall be subject to recognized tolerances. The Company is not deemed to have agreed to comply with any specifications and drawings referred to in any order unless such specifications and drawings have been produced to the Company prior to the delivery of goods and signed by the Company.
7. **Performance** – Any performance figures given by the Company are based on the Company's experience and are such as the Company expects to obtain on tests. The Company is under no liability for damages for failure to attain such figures unless the Company specifically guaranteed them in writing subject to recognized tolerances applicable to such figures.
8. **Prices**
 - a. All prices are subject to change without notice; and all orders accepted by the Company are only those which are stated in the Pro-forma Invoice which has been signed by the Customer. All prices are strictly net unless otherwise stated.
 - b. Goods are sold on an ex-works basis. Upon request, the Company can quote the freight charge for certain couriers, unless otherwise agreed in writing.
 - c. Where currency exchange rates are cited on a written quotation, prices may be adjusted at the Pro-forma Invoice's date in accordance with the particular exchange rate of the day.
 - d. The quotation includes only such goods as specified in it. All quotations are issued on an Errors and Omissions Excepted basis (E&OE).
9. **Tax** – The prices quoted do not include the taxes unless specifically stated. Any tax will be added to the price of the goods any other form of taxable supply as defined by the prevailing Tax Laws at the rate applicable at the time of supply and the Company will provide a valid tax invoice.
10. **Minimum order values** – The following minimum values apply to orders supplied by the Company:
 - a. There is no minimum order, but for an order value which is less than USD1,000, a bank charge as much as USD50 will be added.
 - b. The MOQ varies from one item to another.
11. **Terms of Payment** – The process of manufacturing and delivery of goods can only be initiated after the receipt of TT advance payment unless otherwise stated in the Pro-forma Invoice.
12. **Packing** – Unless stated otherwise in the quotation, the price includes packing in

accordance with the Company's standard practice. Any other packing requested by the Customer or deemed necessary by the Company will be charged for in addition to the price quoted.

13. **Delivery** – The delivery period quoted commences from the date of the Company receives the advance TT payment, unless otherwise agreed in writing. The Company is not in any event liable to the Customer for any loss of profits or any other consequential loss or damage caused by the Customer, by any delay in the delivery, or any non-delivery of the goods or any part of them.
14. **Point of Delivery** – The goods are sold and purchased per ex-works. So, the point of delivery is the door of the Company's premise. Once the goods are picked by the Customer's freight forwarder, the goods are in the full responsibility of the Customer, and cannot be returned nor be reimbursed.
15. **Damage or loss in transit** – The goods are sold and purchased per ex-works which means that the Company is not liable for any damage or loss in transit.
16. **Storage** – If delivery is delayed for any reason beyond the Company's reasonable control for a period of 14 days after the date on which the Customer is notified that the contract goods or any completed items forming part thereof are ready for delivery, the risk of such goods shall forthwith pass to the Customer for payment. If the Customer fails to take delivery of the goods, the Company may arrange suitable storage for such goods at the Company's premises or elsewhere and all costs of or incidental to such storage must be borne by the Customer. The Customer must pay to the Company all costs of storage, insurance, demurrage, handling, and other charges to such storage. If delivery is delayed for any reason beyond the reasonable control of both Company and the Customer after a period stated in the preceding paragraphs of this clause, the costs of storage, insurance, demurrage, handling, and other charged incidental to such storage shall be shared equally between the parties and the risk in the goods remains in the Company.
17. **Quality** – To protect our customers from products with defects in material or workmanship under normal use and service, the Company provides warranty and repair service for its products.
 - a. The Company provides product warranty starting from date of delivery for products with defects in material or workmanships, as following:
 - Chassis: 2 years
 - SBC board: 18 months
 - LCD KVM and Panel PC: 1 year
 - Accessories: 6 months
 - Non-Aicsys manufactured parts, such as Processor, HDD, ODD, etc., are limited to warranty and repair service provided by their respective original manufacturers.

Please verify your delivery date before sending the item(s) back to the Company for Return Merchandise Authorization (RMA). The warranty does not cover product failures caused by improper usage, abuse or unauthorized repair whether by accident or others, determined at the sole discretion of the Company, nor any damage to the products caused by improper handling during the transit by the shipping company.

- b. Shipping Charge: If the defective product is still under warranty, customer is responsible for the shipping cost of items shipped back to Company, and Company will be responsible for the shipping cost back to customer. If the defective product is out of warranty, the customer is responsible for both forwarding and returning charges.
- c. The RMA number would allow the Company to track your return much faster and easier. It can be obtained from the Technical Support Department of the Company after a RMA Request and Report form is completed in detail by the customer and faxed or emailed back to the Technical Support Department at support@aicsys.com.
- d. After receiving the RMA number, the defective item(s) should be well packed by the customer and equipped with all original packaging and necessary documents. The Company is not liable for any damage for the products during the transit by the shipping company. Damaged item(s) are not eligible for manufacturer's warranty. All electronic parts should be wrapped in anti-static plastic bags and shock-resistant bubble wrap. The RMA number should be made clearly visible on the outside of the box. An invoice stating "Return for Repair" should also be supplied with a value of not exceeding USD100/shipment. When sending CPU boards for RMA, the CPU and its Cooler, memory, hard drive, power supply, cables, drivers, manuals, or other peripheral accessories should not be included, unless it is instructed to do so by the Technical Support Department.

18. Copyright, Licenses, Patents, and Industrial Property

- a. Copyright licenses, patents, and design rights for all engineering design, software, and hardware supplied by the Company remain in the property of the Company and shall not be made available in any form to third parties, nor re-used by the Customer, unless agreed to in writing by the Company. Any software supplied by the Company may be used by the Customer only on the CPU board or equipment configuration specified.
- b. The Customer must not alter, remove, or in any way tamper with any of the trade or other marks or numbers of the Company or its supply line partners to or placed on the goods unless otherwise agreed to in writing applied by the Company.

19. **Engineering Services** – Any engineering or technical services provided by the Company which have not been covered by any other clause herein or other condition of contracts as applicable will be charged at the applicable hourly rate, including travel and standby/waiting time, plus expenses at cost plus 20%. Applicable expenses, including but not limited to costs of transporting equipment, air fares, car rentals, meals, accommodation, and miscellaneous out of pocket expenses. Any required miscellaneous materials purchased by the Company will be charged at cost plus 20%. Any assistance in accordance with this clause shall be at the Customer's sole risk.
20. **Indemnity** – The Customer must comply with all instructions of the Company in relation to the fitting installation and use of the goods. Notwithstanding such compliance, the Customer must keep the Company indemnified against all claims, expenses, and liabilities of whatever nature including without limiting the generality of the foregoing claims for death, personal injury damage to property and consequential loss including loss of profit which may be against the Company or which the Company may sustain pay or incur arising out of the manufacture or sale of the goods, unless the same is directly and solely attributable to any breach of contract or by negligence of the Company or its authorized employees or agents.
21. **Applicable Law** – These terms and conditions are to be construed as not to infringe any prevailing laws and regulations and shall be read down to such extent to ensure they do not so infringe. In construing the above terms and conditions, the Laws and Regulations of ROC (Taiwan) shall apply.