

**1. Scope:**

Scope: The following terms and conditions apply to all products (Products) and services (Services), such as repairs, offered, sold and/or delivered by AAEON Technology (Europe) B.V. (hereinafter referred to as 'Seller') and all related agreements and offers between Seller and another party, hereinafter referred to as 'Buyer'.

If one or more provisions of these general terms and conditions are invalid or void or should they be declared null and void, the remaining provisions of these general terms and conditions remain in full force and effect. Seller and Buyer will then agree on new provisions to replace the invalid or voided provisions, whereby the purpose and scope of the original provision will be approximated as much as permitted.

The seller is entitled to amend these general terms and conditions. Buyer shall be deemed to have accepted the relevant amendments if no written protest is received within fourteen days of Seller's notification of the amendment.

**2. Payment Terms & Purchase Price:**

Unless expressly stated otherwise in writing by AAEON Technology, the prices quoted are based on AAEON Technology listed prices that are valid at the time the order is confirmed.

- a) Buyer agrees to pay the total purchase price, sales taxes, duties, freight, and other applicable charges within the term indicated on the invoice, which is issued to Buyer by Seller.
- b) Payment will be made without set-off or suspension for whatever reason. After expiry of the term of payment, Buyer shall be legally in default, with no requirement of notice to this effect, and it will owe interest on the end total of the invoice proportionate to the statutory interest rate as specified in article 6:119a of the Dutch Civil Code. After each period of one year, the amount on which interest is calculated will be increased by the interest owing for that year
- c) If Buyer after notice of default remains negligent to settle the claim, Buyer shall, in addition to the total amount due, also be bound to pay the full extrajudicial costs related to the collection of this amount, which is generally accepted at minimum rates will apply at least – where necessary in due observance of the relevant report: "Preliminary work " – while in respect of the court cost at least the amounts to be settled by the courts outside the agreement apply.

**3. Delivery and Inspection:**

Delivery should take place at Seller's premises unless otherwise specified in writing on offer or the invoice.

Buyer shall inspect the Products and the packaging and notify Seller in writing of any defects or discrepancies relating thereto within 3 days upon receipt. If this period is exceeded, any claim against Seller related to this, shall lapse.

**4. Title and Risk of Loss:**

Title and risk of loss or damage in transit shall pass to Buyer on the date of delivery upon delivery to a common carrier.

#### 5. *Limited Warranty:*

Seller provides limited warranty for the quality of the Products in materials and workmanship.

- d) During the warranty period, Seller will only repair or replace those Products due to manufacturing or design defects. Except for the limited warranty, Seller provides limited warranty according to the quotation.
- e) The limited warranty only covers repairs at Seller's facilities, it does not include labor, transportation, or other expenses to repair or reinstall warranted Products on site or at Buyer's premises. The limited warranty shall not apply to any Product that has been damaged due to improper installation or operation, misuse, accident, neglect and/or has been modified, repaired, or altered by anyone other than the Seller's authorized personnel.
- f) Products which did not work when received by Buyer (Dead on Arrival) must be returned to the Seller within 30 calendar days counted from the shipping date from Seller to Buyer, in default of which any right to complain lapses.

#### 6. *Alteration, Modifications and Attachments:*

Any alterations, additions, modifications, or attachments to the Products not authorized in writing by Seller, shall be solely at Buyer's expense and risk.

If the operation of the Products is affected anyway by alterations, additions, modifications, or attachments, the warranty shall be deemed waived by Buyer, and Seller shall have no further obligations to Buyer hereinafter.

#### 7. *Merchandise Return Policy:*

- a) For the returning of defective or non-conforming goods, Buyer shall obtain a Return Merchandise Authorization (RMA) number from Seller.
- b) Upon obtaining an RMA number., Buyer shall mark the RMA number clearly on the outside of each return package and ship it to Seller with freight prepaid.
- c) All returned Products must be packed in the original packaging or in good protection from damage. Failure to do so may void warranty and Seller shall not be responsible for any loss or damage to the Products during the return. No advance replacement will be made. Replacement or repair will be made at the discretion of Seller.
- d) Without prejudice of paragraph a, b, c of this article, complaints made by customer will be handled based on the "AAEON Technology RMA Policy and warranty" in force at time, (hereinafter "the Policy") which is available either in hard copy upon request from AAEON Technology or can be found at the following internet address: <https://rma.aaeon.com.tw/> under RMA Policy and Process. In this text the term "warranty" implies nothing other than an attributable shortcoming.
- e) Submission of a complaint does not release the customer from its payment obligations and does not entitle it to defer any payment.
- f) There will be a charge for the repairing of "out of warranty" items or damage resulting from improper use or mishandling. The charge will be based on the total labor spent plus costs for parts, with a minimum charge of \$70 for each repaired item.

#### 8. *Cancellation and/or rescheduling:*

Cancellation and/or rescheduling of an agreement once it has been concluded at the request of the Buyer can only take place if Seller gives its consent in writing: such consent will be given under the condition that all costs incurred by Seller and the damage it has suffered, including (and without limitation) loss of profit, are compensated.

#### 9. *Limitation of Liability:*

Insofar as applicable law does not prohibit this by mandatory prohibition, any liability of Seller is excluded, unless there is intent or deliberate recklessness on Seller's part.

Seller shall not be liable, either by law or under any agreement, for any consequential or incidental damages including trading loss, environmental damage and immaterial damage, suffered by Buyer and/or any third party such as the end user, related to or arising out of this agreement, and/or the use or inability to use the Products, integration of the Products with equipment not provided by Seller, loss of profits and/or from any other cause whatsoever.

In no event will Seller's liability for any cause of action relating to this agreement exceed amounts received by Seller from Buyer for the Product or service that is the subject of such claim or dispute.

Unless otherwise agreed in writing by Seller, the Seller's Products sold hereunder are not designed nor intended for any use in mission critical, medical critical, lifesaving or life- sustaining applications, which the failure of the Products could create a situation where personal injury or death may occur.

#### 10. *Indemnity.*

Buyer shall indemnify, defend and hold Seller harmless and will safeguard her from all claims, damages, expenses, liabilities and losses, including without limitation, attorney's fees and costs incurred that in any way arise out of or relate to:

- a) the manner in which Buyer and/or any of its customers or end users use or operate the Products.
- b) any personal injuries, property damages or other losses resulting or occurring from the willful or negligent acts or omissions of Buyer, its customers or end users.
- c) defects or other problems with other component parts, equipment or materials produced or supplied by anyone other than Seller and that may be used with the Products and/or
- d) Buyer's transactions with its customers, end users or other parties regarding the Products.

#### 11. *Property Rights.*

Seller shall solely own and have exclusive worldwide right, title and interest in and to all United States and foreign patents, trademarks, service marks, copyrights, trade secrets, and all other intellectual and industrial property rights in any way related to the Products, to Seller's Proprietary Rights, and to all modifications, improvements and derivative works related thereto.

Title to all of Seller's Proprietary Rights embodied in the Products shall always remain with Seller, and Buyer's use thereof shall be restricted under a non-exclusive license granted by Seller. Seller hereby grants to Buyer a non-exclusive non- transferable and indivisible license to use Seller's proprietary rights only as they are embodied in the Products and for no other purpose.

All intellectual and industrial property rights to the products supplied by Seller, delivered or developed or made available under the agreement, equipment or other materials provided, such as analyses, designs, documentation, reports, offers, and preparatory materials thereof, are vested exclusively with Seller, its licensors, or its suppliers.

The buyer only acquires the temporary rights of use expressly granted by these conditions and the law. Any other or further right of the Seller to reproduction or publication is excluded. Any right of use is non-exclusive and non-transferable to third parties, not pledge able and non-sublicensable.

Buyer shall comply strictly with the stated conditions of use, restrictions, and directions, including the licensing conditions of Seller's suppliers. Rights of use are granted subject to the condition that Buyer has paid in full all fees due to Seller from any legal grounds whatsoever.

## 12. *Export.*

Buyer shall comply with all applicable laws and regulations, including, without limitation, all of the laws and regulations of any applicable agency of the United States government responsible for the administration of the United States export control laws and regulations and the United States Foreign Corrupt Practices Act of 1977, as amended.

Buyer shall fully comply with national and other (including US) export restrictions with regard to goods obtained pursuant to an agreement with Seller and shall also impose this obligation on these third parties in the event of resale or any form of provision to third parties.

Buyer indemnifies Seller for any loss that Seller will suffer if Buyer fails to comply with these obligations.

## 13. *Force Majeure.*

Seller shall not be liable for any failure to perform or other loss, due to unforeseen circumstances or causes beyond its control, including without limitation, acts of God, strikes, material and/or transportation shortages, natural casualties, governmental regulations, war, fire, flood, disasters Covid or other epidemics, and civil unrest.

If Seller, due to force majeure of a permanent or temporary nature, is prevented from (further) performance of the agreement, Seller shall be entitled, without any obligation to pay damages, to dissolve the party's agreement in whole or in part by means of a written notice to that effect without judicial intervention, without prejudice to Seller's right to payment by Buyer for services already performed by Seller before the force majeure situation occurred, or to suspend (further) performance of the agreement.

In the event of suspension, Seller still be entitled to dissolve the agreement in whole or in part.

## 14. *Applicable Law & Consent to Jurisdiction:*

All legal relationships and agreements between Seller and Buyer shall be governed by Dutch law. All disputes of any kind - including those considered as such by only one of the parties - which may arise between the parties as a result of the agreements resulting therefrom, shall be settled by the court of Seller's place of business. Seller, however, remains authorised to submit the dispute to the court that is competent under the law or the applicable treaty.