



Appro Photoelectron Inc.  
歐普羅光電股份有限公司

## Payment Information and Conditions

All sales are subject to the following terms and conditions, which is included with packing slips and invoices.

**1. Acceptance -- ALL SALES ARE SUBJECT TO THE TERMS AND CONDITIONS CONTAINED HERIN, AND UPON BUYER'S ASSENT THERETO. NO VARIATION OF THESE TERMS AND CONDITIONS WILL BE BINDING UPON SELLER UNLESS AGREED TO IN WRITING AND SIGNED BY AN OFFICER OR OTHER AUTHORISED REPRESENTATIVE OF SELLER.**

**2. Changes --** Orders arising hereunder may be changed or amended only by written agreement signed by both Buyer and Seller, setting forth the particular changes to be made and the effect, if any, of such changes on the price and time of delivery. Buyer may not cancel this order unless such cancellation is expressly agreed to in writing by seller. In such event, Seller will advise Buyer of the total charge of such cancellation, and Buyer agrees to pay such charges, including, but not limited to, storage and shipment costs, costs of producing non-standard materials, costs of purchasing nonreturnable materials, cancellation costs imposed on Seller by its suppliers, and any other cost resulting from cancellation of this order by Buyer which is permitted by Seller. Certification of such costs by Seller's independent public accountants shall be conclusive on the parties hereto. Cancellation request must be delivered to Seller before product is shipped to Buyer.

**3. Delivery, claims, and delays --** All sales are FOB destination unless otherwise noted. The general method of shipment for each item is listed on Sellers quotation. However, Seller reserves the right, in its discretion, to determine the exact method of shipment. Unstable items whose cost is high in relation to its weight will normally be shipped via air. Inexpensive and heavy items will normally be shipped via surface. If Buyer requests air shipment of items normally shipped surface, the sales will be F.O.B. Dallas, Texas. If government or airline regulations significantly increase shipping costs, the Seller reserves the right to ship the material F.O.B. Richardson, Texas. Seller reserves the right to make delivery installments, all such installments to be separately invoiced and paid for when due per invoice, without regard to the subsequent deliveries. Delay in delivery of any installment shall not relieve Buyer of Buyer's obligation to accept remaining deliveries.

Immediately upon Buyer's receipt of any goods shipped hereunder, Buyer shall inspect the same and shall notify Seller in writing of any claims for shortages, defects or damages and shall hold the goods for Seller's written instructions concerning disposition. If Buyer shall fail to so notify Seller within five days after the goods have been received by Buyer, such goods shall conclusively be deemed to conform to the terms and conditions hereof and to have been irrevocably accepted by the Buyer.



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Seller shall not be liable for any loss, damage or penalty as a result of any delay in or failure to manufacture, deliver or otherwise perform hereunder due to any cause beyond Seller's reasonable control, including, without limitation, unsuccessful reactions, act of Buyer, embargo or other governmental act, regulations or request affecting the conduct of Seller's business, fire, explosion, accident, theft, vandalism, riot, acts of war, strikes, or other labor difficulties, lightning, flood, windstorm or other acts of God, delay in transportation, or inability to obtain necessary labor, fuel, materials, supplies or power at current prices.

**4. Allocation of goods** -- If Seller is unable for any reason to supply the total demands for goods specified in Buyer's order, Seller may allocate its available supply among any or all Buyers on such basis as Seller may deem fair and practical, without liability for any failure of performance which may result there from.

**5. Payment** -- Terms of sale are **paid in advance** of date of invoice, unless otherwise stated. Transferring funds through a bank wire transfer. Customer is responsible for payment of wire transfer fees. If the financial condition of Buyer results in the insecurity of Seller, in its sole discretion, as to the ultimate collect ability of the purchase price, Seller may, without notice to Buyer, delay or postpone the delivery of the products; and Seller, at its option, is authorized to change the terms of payment to payment in full or in part in advance of shipment of the entire undelivered balance of said products. In the event of default by Buyer in the payment of the purchase price or otherwise, of any order, Seller at its option' without prejudice to any other of Seller's lawful remedies, may defer delivery, cancel this Contract, or sell any undelivered products on hand for the account of Buyer and apply such proceeds as a credit, without set-off or deduction of any kind, against the contract purchase price, and Buyer agrees to pay the balance then due to Seller on demand. Buyer agrees to pay all costs, including, but not limited to, reasonable attorney and accounting fees and other expenses of collection resulting from any default by Buyer in any of the terms hereof.

**6. Taxes and other charges** -- Any use tax, sales tax, excise tax, duty, custom, inspection or testing fee, or any other tax, fee or charge of any nature whatsoever imposed by any governmental authority on or measured by the transaction between Seller and Buyer shall be paid by Buyer in addition to the prices quoted or invoiced. In the event Seller is required to pay any such tax, fee or charge, Buyer shall reimburse Seller therefore, or, in lieu of such payment, Buyer shall provide Seller, at the time the order is submitted, an exemption certificate or other document acceptable to the authority imposing the tax, fee or charge.

**7. Warranties** -- Seller warrants that its products are free from known defects in materials or workmanship under normal use during the warranty period. Warranty period will expire 30-days from date of purchase. During the warranty period, at Sellers discretion, at no additional charge, will repair or replace defective components with equivalent or superior parts that meet or exceed original specifications. All products



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and/or components replaced under this warranty will become the property of Seller. If after repeated efforts, Seller is unable to restore the product to working order, Buyer is entitled to a unit replacement equivalent to the product originally purchased.

This Warranty does not extend to any product that has been damaged or rendered defective (a) as a result of accident, misuse, or abuse; (b) by operation outside the usage parameters stated in the description of such products as provided to Buyer by Seller through Seller's website, analytical data, or other literature; (c) by the use of parts not designed, manufactured or sold by Seller; (d) by modifications to the product; (e) as a result of service by anyone other than Seller.

Seller is not responsible for damage to or loss of any program, data, or removable storage media.

**THIS WARRANTY IS EXCLUSIVE AND SELLER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.**

**SELLER SHALL NOT IN ANY EVENT BE LIABLE FOR ANY INCIDENTAL CONSEQUENTIAL, OR SPECIAL DAMAGES OF ANY KIND RESULTING FROM ANY USE OR FAILURE OF THE PRODUCTS, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE INCLUDING, WITHOUT LIMITATION, LIABILITY FOR THE LOSS OF USE, LOSS OF WORK IN PROGRESS, DOWN TIME, LOSS OF REVENUE OR PROFITS, FAILURE TO REALISE SAVINGS, LOSS OF PRODUCTS OF BUYER OR OTHER USE OR ANY LIABILITY OF BUYER TO A THIRD PARTY ON ACCOUNT OF SUCH LOSS, OR FOR ANY LABOR OR ANY OTHER EXPENSE, DAMAGE OR LOSS OCCASIONED BY SUCH PROJECT INCLUDING PERSONAL INJURY OR PROPERTY DAMAGE UNLESS SUCH PERSONAL INJURY OR PROPERTY DAMAGE IS CAUSED BY SELLER'S GROSS NEGLIGENCE.** All claims must be brought within one (1) year of shipment, regardless of their nature.

**8. Buyer's Representations and Indemnity** -- Buyer agrees to indemnify and hold harmless Seller, its employees, agents, successors, officers and assigns, from and against any suits, losses, claims, demands, liabilities, costs and expenses (including attorney and accounting fees) that Seller may sustain or incur as a result of any claim against Seller based upon negligence, breach of warranty, strict liability in tort, contract, or any other theory of law brought by Buyer, its officers, agents, employees, successors or assigns, by Buyer's customers, by end users, by auxiliary personnel (such as freight handlers, etc.) or by other third parties, arising out of, directly or indirectly, the use of Seller's products, or by reason of Buyer's failure to perform, its obligations contained herein. Buyer shall notify Seller in writing within fifteen (15) days of Buyer's receipt, of knowledge of any accident, or incident involving Seller's products which results in personal injury or



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damage to property, and Buyer shall fully co-operate with Seller in the investigation and determination of the cause of such accident and shall make available to Seller all statements, reports and tests made by Buyer or made available to Buyer by others. The furnishing of such information to Seller and any investigation by Seller of such information or incident report shall not in any way constitute any assumption of any liability for such accident or incident by Seller.

**9. Patent disclaimer** -- Seller does not warrant that the use or sale of the products delivered hereunder will not infringe the claims of any patents covering the product itself of the use thereof in combination with other products or in the operation of any process.

**10. Returns** -- Goods may not be returned for credit, however may be returned for repair, and then only in strict compliance with Seller's return shipment instructions. Returned Materials Authorization (RMA) instructions are available on the Appro Photoelectron Inc. website [www.appropho.com](http://www.appropho.com)

**11. Technical assistance** -- At Buyer's request, Seller may, at Seller's discretion, furnish technical assistance and information with respect to Seller's products. Appro Photoelectron Inc. offers first level support, which is available through access provided on the Appro Photoelectron Inc. website [www.appropho.com](http://www.appropho.com). SELLER MAKES NO WARRANTIES OF ANY KIND OR NATURE, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE WITH RESPECT TO TECHNICAL ASSISTANCE OR INFORMATION PROVIDED BY SELLER OR SELLER'S PERSONNEL ANY SUGGESTIONS BY SELLER REGARDING USE, SELECTION, APPLICATION OR SUITABILITY OF THE PRODUCTS SHALL NOT BE CONSIDERED AS AN EXPRESS WARRANTY UNLESS SPECIFICALLY DESIGNATED AS SUCH IN WRITING SIGNED BY AN OFFICER OR OTHER AUTHORIZED REPRESENTATIVE OF SELLER.

**12. Miscellaneous** -- Seller's failure to strictly enforce any term or condition of an order or to exercise any right arising hereunder shall not constitute a waiver of Seller's right to strictly enforce such terms or conditions or exercise such right thereafter. All rights and remedies under this order are cumulative and are in addition to any other rights and remedies Seller may have at law or in equity. Any waiver of a default by Buyer hereunder shall be in writing and shall not operate as a waiver of any other default or of the same default thereafter.

If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby. The paragraph headings herein are for convenience only; they form no part of the terms and conditions and shall not affect their interpretations.

This Agreement shall be binding upon, inure to the benefit of, and be enforceable by, the



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parties hereto, and their respective heirs, personal representative, successors and assigns.

**13. Governing Law** -- All disputes as to the legality, interpretation, application, or performance of an order or any of its terms and conditions shall be governed by the laws of Taiwan; including its conflict of laws principles.