



## **Terms and Conditions**

### **AIM Solder (HK) Company Limited**

#### **Hong Kong**

These Terms and Conditions shall apply to all contracts for sale of products and provision of services by AIM Solder (HK) Company Limited (“AIM”) and supersede any other terms and conditions, agreements and other communications regarding your purchase, except for such terms and conditions which AIM accepted in writing and which do not conflict or contradict the terms and conditions set forth herein. You should read these Terms and Conditions carefully before placing your order with AIM and retain a copy of these Terms and Conditions for your future reference. The placing of an order by you shall be deemed to be your acceptance of these Terms and Conditions. AIM may change these Terms and Conditions in relation to future sales and services.

#### **1. Limited Warranty on Specification (“Limited Warranty”)**

AIM warrants to you, as the original purchaser, that AIM-branded products will:

- (1) conform to the AIM written product specifications for the period stated in the written product specifications;
- (2) be of good material and workmanship and free from defects in materials under normal conditions and use;
- (3) be new and merchantable; and
- (4) be manufactured and shipped in compliance with the requirements of all applicable laws and regulations.

It is your sole responsibility to acquire up-to-date versions of the pertinent AIM written product specifications.

During the warranty period, AIM shall be entitled, at its sole and absolute discretion, to:

- (1) repair the product at no charge to you;
- (2) replace the product with a same or comparable product, or
- (3) refund the amount you paid for the product, upon its return.

The foregoing states your sole and exclusive remedy, and AIM’s sole and exclusive obligation, with respect to a breach of the warranty set forth above. AIM specifically disclaims any and all liability for products that are further processed by you or in any way changed by you from the products as ordered from AIM.

In order to receive the benefit of this Limited Warranty, you must follow AIM’s warranty processes. You are responsible for properly packaging your product, paying all shipping costs, loss or damage to the product during shipping, and any



other taxes, fees or charges associated with transporting the product to AIM's service facility. Purchasing additional products from AIM does not extend your warranty period. If AIM asks you to return defective products, you must do so within 7 days after you receive the replacement products. AIM will charge you for replacement products if you fail to do so. This Limited Warranty covers normal use. AIM does not warrant and is not responsible for damages caused by misuse, abuse, Accidents, unauthorized service or parts, or the combination of AIM-branded products with other products. This Limited Warranty does not cover non-AIM-branded products.

2. **Disclaimer**

Except for the express warranties in these Terms and Conditions, AIM disclaims all other warranties, whether express or implied by statute or common law or otherwise including implied warranties of merchantability or fitness for a particular purpose. The term of any implied warranties that cannot be disclaimed is limited to one year from the date of sale.

3. **Limitation of Liability**

AIM's maximum liability to you is limited to the purchase price paid by you for the applicable AIM-branded product(s). In no event shall AIM be liable to you for property damage, personal injury, loss of use, interruption of business, lost profits, or other consequential, punitive or special damages, however caused, whether for breach of warranty, contract, tort (including negligence), strict liability or otherwise, other than those damages that are incapable of limitation, exclusion or restriction under the laws of Hong Kong Special Administrative Region ("Hong Kong SAR").

4. **Intellectual Property**

The sale of products by AIM shall not include any right, title or interest in any of the intellectual property rights found in or relating to such products. All such intellectual property rights shall at all times remain AIM's property.

5. **General**

These Terms and Conditions give you specific legal rights, and you may also have other rights under the laws of Hong Kong SAR. You may not assign these Terms and Conditions without AIM's written consent. AIM is the intended beneficiary of these Terms and Conditions. If there is any inconsistency between these Terms and Conditions and any other agreement included with or relating to products or services supplied by AIM, these Terms and Conditions shall prevail. These Terms and Conditions shall not be modified, altered or amended without the written agreement of AIM. Any additional or altered terms attached to your order shall be null and void, unless expressly agreed to in writing by AIM. If any term or condition contained herein is illegal or unenforceable, the legality and



enforceability of the remaining provisions shall not be affected or impaired. These Terms and Conditions shall be interpreted under the laws of Hong Kong SAR, without giving effect to conflicts of law rules, and that all disputes arising out of these Terms and Conditions shall be subject to the exclusive jurisdiction of the courts of Hong Kong SAR. The waiver by AIM of any breach or failure by AIM to enforce any of the terms or conditions contained herein shall not in any way affect, limit or prevent AIM's right thereafter to enforce and compel strict compliance with each and every term and condition contained herein.

AIM

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