



Terms and Conditions

AIM Products LLC

United States

This Agreement applies to any order, purchase, receipt, delivery or use of any products and services (collectively, “purchase”) from AIM Products LLC or any of its subsidiaries or affiliates (“AIM”) or an AIM authorized reseller (“Reseller”). THE TERMS AND CONDITIONS SET FORTH BELOW SHALL APPLY TO YOUR PURCHASE 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.

1. **Limited Product Warranty:**

AIM warrants to the original purchaser or, for products purchased from a Reseller, to the original end-user that AIM-branded products will conform to the AIM written product specifications for the period stated in the written product specifications. It is the sole responsibility of the original purchaser or, for products purchased from a Reseller, to the original end-user to acquire up-to-date versions of the pertinent AIM written product specifications. During the warranty period, AIM will, at its option: (1) replace the product with a comparable product, or (2) 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. In order to receive the benefit of this 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. ANY WARRANTY APPLICABLE TO NON AIM BRANDED PRODUCTS IS PROVIDED BY THE ORIGINAL MANUFACTURER.

2. **Disclaimer of Warranties:**

EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT, AIM DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, 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.

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 APPLICABLE LAW.

4. **General:**

THIS AGREEMENT GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. You may not assign this Agreement without AIM's written consent. AIM and its subsidiaries and affiliates are intended beneficiaries of this Agreement. If there is any inconsistency between this Agreement and any other agreement included with or relating to products or services purchased from AIM, this Agreement shall govern. This Agreement may 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 of this Agreement is illegal or unenforceable, the legality and enforceability of the remaining provisions shall not be affected or impaired. This Agreement shall be interpreted under the laws of Rhode Island, without giving effect to conflicts of law rules. 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 or condition contained herein.

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