

Terms and Conditions of Sale

Customer and ADES CORPORATION ("ADES") agree that the purchase and sales of ADES hardware and software products ("the Products") and ADES hardware and software services and support (the "Services") are made under these terms and conditions, and that ADES SHALL NOT BE BOUND BY CUSTOMER'S ADDITIONAL OR DIFFERENT TERMS. Customer's order and purchase of the Products and Services shall constitute acceptance of these terms and conditions.

I. TITLE.

Title to the Products shall pass at ADES's plant. ADES retains a security interest and right of possession in the Products until Customer makes full payment.

II. TAXES.

Product prices are exclusive of, and Customer shall pay, applicable sales, use, service, value added or like taxes.

III. PRICES AND PAYMENT.

All quotations shall expire thirty (30) days from date of issuance. Customer shall make payment in full prior to delivery by money order (T/T), unless ADES approves Customer for credit terms. If ADES approves Customer's credit application, payment shall be due no later than 30 days from the date of ADES's invoice.

IV. ORDERS.

All orders are subject to acceptance by ADES. ADES's booking of an order shall constitute its acceptance of an order. Products may not be returned without prior written authorization from ADES. ADES will consider requests for return of products of current design (for credit against future purchases only), subject to Customer prepaying return freight plus a reasonable handling charge as determined by ADES.

V. DELIVERY.

ADES shall deliver the Products to a carrier at ADES's plant. Customer shall pay all applicable freight charges. ADES will invoice the customer for applicable charges as shipping and handling fees. Orders are entered as close as possible to the Customer's requested shipment date, if any. Shipment dates are scheduled after acceptance of orders and receipt of necessary documents.

VI. ORDER CANCELLATION AND RESCHEDULING.

1. It is understood that orders placed pursuant to this agreement may not be canceled or rescheduled without ADES's written consent and shall be subject to cancellation charges/-restocking charges determined by ADES.

2. ADES may, upon written notice to Customer, cancel any order or portion thereof immediately if Customer's financial condition, in ADES's reasonable judgment, indicates that it may not be able to comply with the specified payment terms, unless, upon ADES demand, Customer immediately pays for all products shipped and that portion of the order that has not yet shipped.

VII. DAMAGE & RISK OF LOSS.

Acknowledged shipping dates are good faith estimates only and ADES is not liable for any loss, damage, cost or expense for any failure to ship within the acknowledged date. Title and risk of loss passes to Customer upon shipment from ADES's facility. And all freight and insurance charges shall be paid by Customer as a separate line item on the forthcoming ADES invoice.

VIII. TESTING & INSPECTION.

ADES will test and inspect all products prior to shipment in accordance with its normal practices without additional cost to Customer. ADES reserves the right to impose additional charges for Customer requested tests or inspections.

IX. WARRANTY COVERAGE.

1. The customer is obliged to examine the goods immediately on receipt and to give immediate notification of any defects.

2. The legal warranty conforms to the legal regulations and is valid for a period of one (1) year from the date ADES ships the Products to Customer ("Delivery Date").

3. The warranty claim expires, if

- a) The device has been mechanically and/or electrically modified.
- b) There are indications of non-intended use, such as strong contamination, adhesion, corrosion, chemical influence and damage through external influence,
- c) The warranty seal has been broken.
- d) Repairs or interventions were made to the device by persons who have not been authorized by us.
- e) Damage during shipment other than original shipment to Customer.
- f) Damage caused by impact with other objects, drops or falls including, but not limited to, broken display glass, hard drive sector damage or read/write head damage, or physical breakaway of internal components.
- g) Damage caused by liquid intrusion into the inside of the product as a result of case fracture.
- h) Damage caused by products not supplied by ADES or failures which result from alterations, modifications or foreign objects.
- i) Damage caused by the use of the product for purposes other than those for which it was designed.
- j) Damage caused by any other abuse, misuse, neglect, accident, negligence, mishandling or misapplication.
- k) Damage from improper maintenance.

X. Applicable law.

The 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. Customer agrees to comply with all applicable laws and regulations of R.O.C (TAIWAN).

Date of release October 2011