



Conditions of Sales and Guarantee

All orders are accepted by Asia One Technics Ltd. (AOT or "Company") subject to the Terms and Conditions set out below:

1. General.

All orders for products ("Products") will be accepted by Asia One Technics Ltd. subject to these Terms and Conditions. Any person who places orders for Products/ with Asia One Technics Ltd. ("Customer" or "You") is bound by these Terms and Conditions. No other terms will apply to the supply of Products by Asia One Technics Ltd. unless agreed in writing by an authorized signatory of Asia One Technics Ltd. BY PLACING AN ORDER FOR PRODUCTS FROM THE COMPANY, OR BY ACCEPTING DELIVERY OF THE PRODUCTS DESCRIBED ON THE APPLICABLE PACKING SLIP, BILL OF LADING AND/OR INVOICE RECEIVED WITH THE PRODUCTS, YOU AGREE TO BE BOUND BY AND ACCEPT THESE TERMS AND CONDITIONS. Asia One Technics Ltd. reserves the right to amend these terms and conditions at any time. The most current version of these terms and conditions can be found at www.asia1tec.com or upon demand by email at info@asia1tec.com.

2. Placement of Orders.

Placement of an order shall constitute an order to us, firstly, to test in broad terms the suitability of your design(s) for our fabrication, and, secondly, to produce such custom Products as Asia One Technics Ltd. deems practicable for fabrication.

All specifications, drawings, illustrations, descriptions and particulars of weights, dimensions or capacity and other details including, without limitation, statements regarding compliance with legislation or regulation (together "Descriptions") wherever they appear (including, without limitation, in catalogues, on web sites, on dispatch notes, invoices or packaging) are intended to give a general idea of the products, but will not form part of this Agreement. The Company may make changes to the products as part of a program of improvement or to comply with regulation.

You warrant and represent that the designs, plans, schematics, manufacturing specifications, and other order-related information submitted by You, and the Products manufactured or fabricated in accordance therewith, are Your original inventions/works of authorship, designed and created by You, which do not—by themselves, or as incorporated into any system, product, device, apparatus or mechanism, or as used in a process—infringe or violate any rights (including but not limited to patent, copyright or trade secret rights) of any third party. You further warrant and represent that the designs, plans, schematics and manufacturing specifications submitted by You, and the Products manufactured or fabricated in accordance therewith, do not infringe or violate any local, state, federal or international law, code or regulation. You shall indemnify and hold harmless Asia One Technics Ltd. against any and all claims arising out of, connected with or related to the foregoing warranties and representations.

3. Order Confirmations.

A confirmation email is normally sent upon receipt of each order. Make sure that Asia One Technics Ltd.'s e-mail address is not blocked by your spam filters. If You do not receive a confirmation e-mail, check your e-mail program's Junk folder. If you still do not see the confirmation e-mail, contact Asia One Technics Ltd. to confirm our receipt of your order. To avoid possible double-ordering (and double-billing), resubmit an order only if Asia One Technics Ltd. confirms in writing that your original order was not received. Due to the intentional similarity of many orders, Asia One Technics Ltd. does not screen for duplicate orders. If You accidentally place a duplicate order, You must notify Asia One Technics Ltd. immediately to cancel the duplicate order, otherwise all orders will be processed and charged.

4. Price Quotations.

Our quotation team usually send accurate price estimates for the fabrication of Products. While these estimates are generally accurate, they are subject to upward or downward adjustment by Asia One Technics Ltd. after it has received your order. Price adjustments may be invoked to accommodate many factors, including but not limited to unusual designs, specific customization requests made by You, planned revisions to the software's internal price list, and unexpected market fluctuations affecting the availability and price of manufacturing, shipping and/or raw materials. If a price adjustment is made, You will be notified via the e-mail address supplied by You during the ordering process. You will be given two (2) business days to accept the new price (all other terms will remain unchanged) or cancel your order. For your protection as well as ours, if Asia One Technics Ltd. does not receive a response from You within that time frame, your order will be automatically suspended. You may, and of course should, re-submit your order at any time thereafter.

5. Declined Orders.

Asia One Technics Ltd. reserves the right to decline fabrication of a Product, in its discretion if a Product will prove technically or economically impracticable to fabricate as ordered. In the event of an order being declined, Asia One Technics Ltd. will not charge You for any work done or materials used, and You may not hold Asia One Technics Ltd. liable for any inconvenience or losses incurred by You. If You order more than one Product at one time, and Asia One Technics Ltd. declines the production of fewer than all of the Product's, any remaining Products will be manufactured, and paid for, per the original terms of the order.



6. Pricing.

All prices listed and charges discussed herein are valid for thirty days from date of latest offering. For scheduled deliveries over 60 days, the Company reserves the right to charge the Customer the price of the products at shipment if higher. Prices shown do not include any local and oversea sales taxes or any present or future sales, use, excise, value-added or similar taxes. Where applicable, such taxes shall be billed as a separate item and paid by Customer. Orders are accepted with the understanding that such taxes will be added if required by law.

7. Payment Terms.

. If Asia One Technics Ltd. has not granted credit to the Customer, payment terms are cash with order.

Credit terms (subject to satisfactory references and Asia One Technics Ltd.'s absolute discretion) are available. If credit has been granted, the Customer must pay within the granted credit period. All payments must be made without any set-off, deduction or counterclaim and including bank charges both sides.

. If any sum is not paid on the due date for payment:

i. All sums then outstanding from the Customer will immediately become due and payable notwithstanding that such sums would not otherwise be due until a later date;

ii. The Customer will be liable to pay all expenses and legal costs incurred by Asia One Technics Ltd. in relation to obtaining or seeking to obtain an appropriate remedy; and

iii. Asia One Technics Ltd. may charge the Customer interest calculated on the unpaid amount and accrued during the period from the due date until payment is made in full (whether before or after judgement) at the rate of one per cent per month, compounded monthly.

We accept PayPal payments with a surcharge of 5% to cover PayPal and internal administrative charges.

8. Retention of Title

All products remain our property until payment in full of the purchase price including any subsidiary claims out of the purchase order. You must advise us immediately in writing of any garnishments and other interventions by third parties so that we may institute proceedings accordingly.

9. Export Controls.

Products purchased or received under these Terms and Conditions may be subject to export control laws. Customer shall be responsible to obtain any license to export, re-export or import as may be required.

10 Shipping & Handling/Delivery.

All shipments are subject to duty to be paid collect by Customer or their carrier account. Backordered items will be shipped when product is available.

Delivery times quoted are estimates shipping dates only. While Asia One Technics Ltd. strives to deliver on time as requested, there are many factors that can delay delivery. Under no circumstances shall Asia One Technics Ltd. be liable for any special or consequential damages, or for any loss, damage or expense (whether or not based on negligence) directly or indirectly arising from delays or failure to give notice of delay. Since actual manufacturing costs (material, machining, labour, freight, etc) are mainly fixed at the time you choose a price/time combination, prices are not adjusted up or down based on early or late actual delivery time, even if the actual delivery time coincided with an alternate price/time combination.

11. Duty to Notify Asia One Technics Ltd. of Non Conformance.

If You believe that any part of your order is missing, damaged or defective, You must so notify Asia One Technics Ltd., in writing, within ten (10) business days after the custom Products' arrival at the delivery destination specified in your order. Your written notice must set forth with particularity the manner in which You believe that the delivered Products do not comply with your order or these Terms and Conditions. Failure to give Asia One Technics Ltd. timely notice constitutes and demonstrates your approval and acceptance of the Products, in the quantity and quality delivered.

Once a non conformance has been detected, You must immediately stop using the products from the faulty lot.

Report of the Non Conformance must include at least the following elements:

- The reference of the product and the of production file;
- The date codes of the suspected batch;
- The number of products presenting the non conformance;
- Reasons of Non Conformance with references to the product specification and the related standard;
- Several pictures of the product clearly showing the Non Conformance on several samples.

Asia One Technics Ltd. will immediately study the Non Conformance and determine the responsibilities.



If the provided elements do not allow an immediate agreement of assumption of responsibility or if repairs can be carried out by Asia One Technics Ltd., Asia One Technics Ltd. can ask to return the whole or part of the batch. If Asia One Technics Ltd. request to return of the Products it will be done using Asia One Technics Ltd. transportation company following below Cancellation and Returns Policy.

Any product accepted to be Non Conforming by Asia One Technics Ltd. will be replaced or repaired as soon as possible and all cases within a period of time not exceeding the initial lead time of products manufacturing.

The lead time for replacement or repair starts from the date of our agreement on assumption of responsibility and after reception of the contractual elements or defective products if requested.

If the defective products are not returned to Asia One Technics Ltd., the non conforming product can be disposed at customer's expenses after the delivery of replacement product and after Asia One Technics Ltd. approval.

Note that the use of defective products accepted for credit or replacement is very dangerous and violates all tax and customs' regulation.

12. Cancellations and Returns.

The Customer may not cancel orders once accepted by Asia One Technics Ltd.. AOT may allow an order to be cancelled at its discretion, subject to Asia One Technics Ltd. recovering from the Customer the costs incurred by Asia One Technics Ltd.. If only part of an order is cancelled, Asia One Technics Ltd. may invoice the Customer any difference in selling price per unit applicable to the quantity actually dispatched prior to cancellation compared to the quantity ordered.

The Customer may only return Products to Asia One Technics Ltd. on the following conditions:

- i. The Customer must contact Asia One Technics Ltd. in advance by email and obtain the prior consent of Asia One Technics Ltd. and obtain a returns RMA number (to be quoted on all returned paperwork);
- ii. Return must be made within 10 days of the date of delivery (as stated on the delivery documentation). Products must be returned to Asia One Technics Ltd. in their original packaging, unused and in a condition which will eventually enable them to be immediately fit for re-sale.
- iii. Products must be adequately packed and dispatched freight prepaid, clearly labeled, to Asia One Technics Ltd. warehouse in Hong Kong.

Products accepted for return or Non Conformance may be either replaced or credited at invoice value to the entire choice and decision of Asia One Technics Ltd.

13. Limited Warranty.

Subject to Your compliance with these Terms and Conditions, Asia One Technics Ltd. warrants to You, as the original purchaser, that each Product delivered shall be free from defects in material or workmanship, and that each Product delivered will meet the contractually agreed upon specifications, at the time of delivery. Asia One Technics Ltd.'s obligation under the Warranty contained herein is limited to repairing, replacing or refunding, at its option, any Product that does not meet this Warranty, provided that You have provided Asia One Technics Ltd. with timely notice and returned the Products to Asia One Technics Ltd., transportation charges pre-paid, and provided that, upon Asia One Technics Ltd. examination, the Product, when tested within the specified ratings and in accordance with good engineering practice, does not meet the Warranty contained herein. Asia One Technics Ltd. reserves the right to require You to demonstrate that the Product's are non-functional in their intended application. In the event of Product replacement, design changes will not be accepted. If samples with non conformances are approved by You, then You shall accept subsequent production runs with similar non conformances. This Warranty does not cover ordinary maintenance, or alleged defects resulting from wear and tear within the normal consumable life of the Product, neglect, misuse, abuse, improper handling or storage, alterations, the connection of the Product to or incorporation of the Product into other objects, power or external circuitry, high usage, electro-static discharge, operation in unusual environments, improper maintenance, improper handling, accident and/or negligence. No repair or replacement will extend the applicable warranty period. AOT NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME ANY OTHER LIABILITIES IN CONNECTION WITH THE SALE OR USE OF ANY PRODUCT. THE FOREGOING WARRANTY AND REMEDIES ARE FOR YOUR EXCLUSIVE BENEFIT AND ARE NOT TRANSFERABLE. The Company does not agree to be subject to any other warranty.



14. Disclaimer of Warranties.

You acknowledge that Asia One Technics Ltd. does not make, and specifically negates, renounces and disclaims any representations, warranties and/or guaranties of any kind or character, expressed or implied, with respect to (i) Products, their use, design, application or operation, their merchantability, their physical condition or their fitness for a particular purpose, (ii) the maintenance of or other expenses to be incurred in connection with the Products, (iii) the engineering, design, fabrication work or any other work or service (whether gratuitous or for payment) supplied by Asia One Technics Ltd. and/or its agents, suppliers and employees or (iv) the accuracy or reliability of any information, designs or documents furnished to You. THE LIMITED WARRANTY DESCRIBED IN PARAGRAPH 13 IS THE ONLY EXPRESS WARRANTY MADE TO YOU AND IS PROVIDED IN LIEU OF ANY OTHER WARRANTIES OR SIMILAR OBLIGATIONS (IF ANY) CREATED BY ANY ADVERTISING, DOCUMENTATION, PACKAGING, OR OTHER COMMUNICATIONS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AOT PROVIDES THE PRODUCTS AND SUPPORT SERVICES (IF ANY) AS IS AND WITH ALL FAULTS, AND WITHOUT WARRANTIES OF ANY KIND, WHETHER VERBAL OR WRITTEN, EXPRESS OR IMPLIED, OTHER THAN THE LIMITED WARRANTY DESCRIBED IN PARAGRAPH 13. AOT HEREBY DISCLAIMS EXPRESSLY ALL OTHER WARRANTIES AND CONDITIONS, WHETHER VERBAL OR WRITTEN, AND WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO WARRANTIES, DUTIES OR CONDITIONS OF MERCHANTABILITY, RESULTS, FITNESS FOR A PARTICULAR PURPOSE, RELIABILITY OR AVAILABILITY, SATISFACTORY QUALITY, QUIET ENJOYMENT, QUIET POSSESSION, CONDITION OF TITLE, CORRESPONDENCE TO DESCRIPTION, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ACCURACY OF INFORMATIONAL CONTENT, ACCURACY OR COMPLETENESS OF RESPONSES, WORKMANLIKE EFFORT, AND/OR LACK OF NEGLIGENCE. YOU ASSUME THE ENTIRE RISK AS TO THE RESULTS AND PERFORMANCE OF THE PRODUCTS AND ANY ITEMS AFFIXED THERETO OR USED THEREWITH. NO VERBAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY AOT, ITS SUBSIDIARIES, AFFILIATES, OFFICERS, AGENTS, LICENSORS, SUPPLIERS, DISTRIBUTORS, CO-BRANDERS OR OTHER PARTNERS, EMPLOYEES AND/OR SOFTWARE SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THIS LIMITED WARRANTY. THIS WARRANTY DISCLAIMER AFFECTS YOUR LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION. SOME JURISDICTIONS DO NOT ALLOW EXCLUSIONS OF IMPLIED WARRANTIES OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. THE COMPANY'S PRODUCTS ARE NOT DESIGNED, RECOMMENDED OR AUTHORIZED FOR ANY OF THE FOLLOWING APPLICATIONS: HIGH-RISK APPLICATIONS SUCH AS SAFETY, LIFE SUPPORT, SURGICAL IMPLANT, NUCLEAR, OR AIRCRAFT APPLICATIONS, OR FOR ANY USE OR APPLICATION IN WHICH THE FAILURE OF A SINGLE COMPONENT COULD CAUSE SUBSTANTIAL HARM TO PERSONS OR CATASTROPHIC PROPERTY LOSS; OR FOR ANY MILITARY OR WEAPONRY USE, INCLUDING BUT NOT LIMITED TO CHEMICAL, NUCLEAR, BIOLOGICAL, AIRCRAFT, MISSILE, AND SIMILAR MILITARY APPLICATIONS. UNLESS AN AUTHORIZED OFFICER OF THE MANUFACTURER HAS AUTHORIZED OR APPROVED ANY SUCH USE(S) IN WRITING, OR ALTERNATIVELY HAS PROVIDED CUSTOMER WITH A DOCUMENT SIGNED BY AN AUTHORIZED OFFICER WAIVING CUSTOMER'S RESPONSIBILITY FOR ANY SUCH USE, CUSTOMER ASSUMES ALL RISK AND LIABILITY FOR USE OF COMPANY'S PRODUCTS IN ANY SUCH APPLICATIONS AND AGREES TO DEFEND, INDEMNIFY AND HOLD BOTH THE COMPANY AND THE MANUFACTURER OF THE PRODUCTS HARMLESS AGAINST ALL LOSSES, LIABILITIES, CLAIMS AND DAMAGES THAT MAY BE INCURRED DUE TO USE OF THE COMPANY'S PRODUCTS IN ANY OF THESE PROHIBITED APPLICATIONS.

15. No Incidental, Consequential and Certain Other Damages.

WHETHER RELATING TO THE AFOREMENTIONED LIMITED WARRANTY OR OTHERWISE, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL AOT, ITS SUBSIDIARIES, AFFILIATES, OFFICERS, AGENTS, LICENSORS, SUPPLIERS, DISTRIBUTORS, CO-BRANDERS OR OTHER PARTNERS, OR EMPLOYEES BE LIABLE, TO YOU OR TO ANY OTHER PARTY, FOR ANY GENERAL, SPECIAL, INCIDENTAL, PUNITIVE, DIRECT, INDIRECT, CONSEQUENTIAL OR EXEMPLARY DAMAGES WHATSOEVER (INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA OR CONFIDENTIAL OR OTHER INFORMATION, BUSINESS INTERRUPTION, LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS, PERSONAL INJURY, DAMAGE TO PROPERTY, LOSS OF PRIVACY, FAILURE TO MEET ANY DUTY INCLUDING, WITHOUT LIMITATION, THAT OF GOOD FAITH OR REASONABLE CARE, NEGLIGENCE, AND ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER), OR FOR ANY CLAIM BY ANY THIRD PARTY, ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE PRODUCTS, THE PROVISION OF OR FAILURE TO PROVIDE TECHNICAL OR CUSTOMER SUPPORT OR OTHER SERVICES, OR OTHERWISE UNDER OR IN CONNECTION WITH ANY PROVISION OF THESE TERMS AND CONDITIONS OF SALE AND ORDER POLICIES. IN ADDITION, IN NO EVENT SHALL THE LIABILITY OF AOT, ITS SUBSIDIARIES, AFFILIATES, OFFICERS, AGENTS, LICENSORS, SUPPLIERS, DISTRIBUTORS, CO-BRANDERS OR OTHER PARTNERS, OR EMPLOYEES FOR ANY DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE CUSTOM OR THESE TERMS OF USE AND ORDER POLICIES EXCEED THE AMOUNT ACTUALLY PAID BY YOU FOR THE PRODUCTS PRINCIPALLY RESPONSIBLE FOR OR CONNECTED WITH SUCH DAMAGES. ALL LIMITATIONS, EXCLUSIONS AND DISCLAIMERS UNDER THESE TERMS OF USE AND ORDER POLICIES SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND SHALL APPLY TO ANY DAMAGES, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY, WHETHER DERIVED FROM CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), OR OTHERWISE, EVEN IF AOT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF WHETHER ANY REMEDY AVAILABLE FAILS ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE



LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION.

16. Choice of Law; Venue.

These Terms and Conditions shall be construed and enforced in accordance with the laws of Hong Kong, without regard to (i) conflicts of laws provisions of Hong Kong or any other jurisdiction; (ii) the U.N. Convention on Contracts for the International Sale of Goods; (iii) the 1974 Convention on the Limitation Period in the International Sale of Goods; (iv) the 1980 Vienna Protocol amending the 1974 Convention, or (v) any amendment or protocol to the foregoing. Any and all actions to interpret, apply or enforce the provisions of these Terms and Condition or to assert or defend any claims or causes of action relating in any way to these Terms and Conditions and/or Products shall be brought in the courts located in Hong Kong, SAR, China; the parties hereby unconditionally and irrevocably consent to the exclusive jurisdiction of and venue in such courts, and hereby irrevocably waive any objection based on forum non convenient and any objection to the venue of any action instituted in such courts.

17. Entire Agreement

These Terms and Conditions, represent the full and complete understanding of the parties with respect to the subject matter hereof, superseding all prior understandings, arrangements and representations, whether verbal, written, or presented online.

18. Severability.

If and to the extent that any provision of these Terms and Conditions is held illegal, invalid, or unenforceable in whole or in part under applicable law, such provision or such portion thereof shall be ineffective as to the jurisdiction in which it is illegal, invalid, or unenforceable to the extent of its illegality, invalidity, or unenforceability, and shall be deemed modified to the extent necessary to conform to applicable law so as to give the maximum effect to the intent of the parties. The illegality, invalidity, or unenforceability of such provision in that jurisdiction shall not in any way affect the legality, validity, or enforceability of any other provision of these Terms and Conditions in any jurisdiction.

19. Captions.

The captions and numbering scheme of these Terms and Conditions are for convenience of reference only and shall not define or limit any of the terms or provisions hereof. Words used in the singular shall include the plural, words used in the plural shall include the singular, the conjunctive shall include the disjunctive, and the disjunctive shall include the conjunctive. Each covenant, term, and provision of these Terms and Conditions shall be construed simply according to its reasonable meaning, and not strictly for or against any party.

20. Language.

The English language version of these Terms and Conditions is legally binding in case of any inconsistencies between the English version and any translations. The parties hereto confirm that it is their wish that these Terms and Conditions, as well as other documents relating hereto, including Notices, have been and shall be written in the English language only.

21. No Waiver.

No failure or delay by Asia One Technics Ltd. in exercising any right, power or privilege hereunder shall operate as a waiver thereof, and no single or partial exercise thereof by Asia One Technics Ltd. shall preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

22. Succession.

These Terms and Conditions are binding upon, and will inure to the benefit of, the parties hereto, their successors and their permitted assigns.

23. Subject to Change.

Asia One Technics Ltd. may change or modify these Terms and Conditions from time to time, with or without notice, with such revised terms applicable from the date upon which they are posted at www.asia1tec.com. By accessing the Asia One Technics Ltd. website or placing an order subsequent to the posting of any revised Terms and Conditions, You are deemed to have consented to such changes.

24. Effective Date.

These Terms and Conditions are January 10, 2015. This revision supersedes all previous versions and revisions.

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