Ordering from Advantech eStore

1. Placing an Order

Place your order with Advantech eStore online at <u>http://buy.advantech.com</u>. You may also fax an order directly to 408-519-3888 or call us direct at 888-576-9668 to speak to an eStore representative.

2. Contact Advantech eStore Mailing address:

Advantech eStore 380 Fairview Way Milpitas, CA 95035-3062 USA

Telephone Numbers: Sales: 888-576-9668 Technical Support/RMA: 408-519-3898 eMail: buy@advantech.com

3. Prices

Prices and specification are those in effect at time of publishing and are subject to change without notice. Products are subject to discontinuance. All prices are FOB Milpitas, CA in US dollars. Applicable taxes, insurance and shipping charges are to be paid by the purchaser. Buyer shall pay all rigging, draying insurance and transportation charges which, unless prepaid, shall be added, on a dollar for dollar basis, to the invoice for the products being shipped. California customers may be charged an Electronic Waste Recycling fee as required by California State Law depending on the product being purchased.

a) Price Quotation

Unless otherwise stated on the face of the quotation or otherwise agreed to in writing by Advantech all quotations expire (10) days after the date of the quotation.

b) Order of Precedence

These terms and conditions of sale and any attachments take precedence over buyer's additional or different terms and conditions, to which notice of objection is hereby given. Acceptance by Buyer is limited to these terms and conditions. Neither Advantech's commencement of performance, nor delivery shall be deemed or constructed as acceptance of Buyer's additional or different terms and conditions.

Buyer's purchase of Advantech products hereunder represents acceptance of these terms and conditions of sale, and any attachements, which together constitute the entire understanding between the parties and supersede any previous communications, representations, or agreements by either party whether verbal or written. No change or modification of any of the terms or conditions herein shall be valid or binding on either party, unless in writing and signed by an authorized representative of each party.

c) Changes and Cancellations

For non catalog or customer products, it less than sixty (60) days prior to scheduled shipment, a Buyer cancels an order, or issues change order causing a delivery delay. Buyer shall be subject to a charge of up to five percent (5%) of the list or quoted price of the affected products.

In addition, if Buyer cancels an order for special equipment or services any time after the order is received by Advantech, Buyer may be subject to an additional charge equal to the time and unique materials expended on Buyer's behalf plus twenty-five percent (25%) of the quoted price.

4. Quantity and OEM Discounts

Discounts are available for volume or OEM purchases on a per-order or a blanket order basis. Interested parties can reach <u>Advantech sales representatives</u> or an affiliated Advantech partner who can quote volume prices.

5. Payment and Open Accounts

Payment can be made online via major credit card only. We accept purchase orders from educational institutions, government agencies, and businesses within the United States. You can apply through our <u>on-line credit application</u>, complete the necessary information, and submit it through email (<u>buy@advantech.com</u>) or fax to: 1-408-519-3888. Normal processing time is 5 – 10 working days

6. Shipping

Shipments of any products purchases are subject to Advantech's schedule. Advantech shall make any reasonable efforts to meet any delivery date(s) quoted or acknowledged. However, Advantech will not be liable for its failure to meet such dates.

a) Shipping Method

Advantech ships via UPS, FedEx and other major carriers upon request. Please inspect all packages immediately upon receipt. Any damage or loss in transit should be noted on any delivery receipt and must be reported to Advantech promptly. Customers should file claims on Carriers for any loss immediately.

b) Delays in Performance

Advantech shall not be liable for any delay in performance hereunder due to unforeseen circumstances or due to causes beyond its control including, but not limited to, acts of nature, acts of government, labor disputes, delays in transportation and delays in delivery or inability to deliver to Advantech suppliers.

7. Returns and Repairs

Please contact Advantech to receive a Return Merchandise Authorization (RMA) number prior to returning any product for credit or repair. The RMA number must be marked clearly on the packaging in which goods are returned, and the Advantech RMA paperwork must be included with the shipment. ANY RMA RETURNED WITHOUT AN RMA NUMBER WILL BE REJECTED BY OUR SHIPPING DEPARTMENT. To expedite the RMA process, you may choose to complete the <u>online RMA request</u>.

a) Repair RMAs

For detailed warranty terms and conditions, please refer to Advantech's Warranty Policy or you may contact an Advantech staff member to verify the warranty status of an item. There is no repair fee for in-warranty service. A repair fee must be paid to have a non-warranty item repaired. This fee will also extend the product's warranty for an additional three months on the parts that have been repaired. See our <u>Return</u> <u>Policy</u> for more details. If the product is under warranty, it will be repaired or replaced at the sole discretion of Advantech. If an out-of-warranty item cannot be repaired, it will be returned to the customer at customer's shipping expense.

b) Cross-Shipment RMAs

It is possible to obtain a replacement (cross-shipment) within the first 30 days from the invoice date, if the standard products were purchased directly from Advantech and if the product fails to function upon initial arrival. These are the only conditions in which a replacement product is provided.

c) Returns for Credit

Returns are only acceptable in "NEW" condition. Returns for Credit may be subject to restocking fees. All special order items labeled as X and Y part numbers are Non Cancellable and Non Returnable. All other software items (Non O/S and not pre-installed) may only be returned if the license agreement seal has not been broken. Assembly, test and burn-in, freight and other service charges are NOT refundable. The products must be in their original packaging, including anti-static bags, etc. All manuals and other accessories must also be returned. Any missing items will result in an additional restocking fee. Advantech reserves the right to assess additional restocking fees to cover damages or missing items discovered upon return and inspection by the Advantech RMA Dept.

ALL RETURNS MUST ARRIVE WITHIN 30 DAYS IN NEW CONDITION FROM INVOICED DATE. PLEASE INDICATE YOUR RMA NUMBER CLEARLY ON THE OUTSIDE OF THE PACKAGE OR SHIPPING LABEL. PACKAGE WITHOUT RMA NUMBER CLEARLY MARKED ON THE BOX WILL BE REJECTED BY OUR RECEIVING DEPARTMENT.

See our **<u>Return Policy</u>** for more details.

8. Copyright Materials

Unless otherwise agreed to in writing by Advantech, Advantech copyrighted materials (software and printed documentation) may not be copied except for archival purposes to replace a defective copy of for program error verification.

9. Software

All software is provided subject to a license agreement and you agree that you will be bound by such license agreement in addition to these terms. Title to software remains with the applicable licensor(s).

10. Warranty

All products are guaranteed against defects in material and workmanship for a period of two years from the date of purchase. Any product found to be defective within the warranty period will, at the option of Advantech, be either repaired or replaced. This warranty does not apply to products which have been subject to misuse, neglect, accident, improper installation or unauthorized repair. In no case shall the manufacturer's liability exceed the product's original purchase price.

THE WARRANTY SET FORTH ABOVE IS EXCLUSIVE AND NO OTHER WARRANTY, WHETHER WRITTEN OR ORAL, IS EXPRESSED OR IMPLIED. ADVANTECH SPECIFICALLY DISCLAIMS IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

See the Advantech Warranty Policy for more specific details.

a) Limitation of Remedies and Liability

The remedies provided herein are Buyer's sole and exclusive remedies. In no event shall Advantech be liable for direct, indirect, special, incidental or consequential damages (including loss of Profits) whether based on contract tort, or any other legal theory.

b) Miscellaneous

Any dispute regarding the interpretation or validity hereof shall be governed by the laws of the State of California. The parties hereby agree that any dispute retailing the products sold hereunder shall be subject to the jurisdiction of the courts within the State of California.

Buyer agrees that the products purchased will not be exported without prior notice to and with written consent of Advantech.

Microsoft Software can only be sold with system orders.