

# Terms and Conditions

These Terms and Conditions universally govern the use of COMIGHT Technology's website (this website), and all matters relating to commodities and services provided by COMIGHT Technology ("we", "us", "our"). We reserve the right to modify these Terms and Conditions at any time.

Once you decide to use this website or place an order, you will be deemed to have accepted these Terms and Conditions and a binding agreement will be established thereby. Any attempt to alter, supplement, modify or amend these Terms and Conditions will be null and void unless agreed to in writing by us.

NOTICE: THESE TERMS AND CONDITIONS INCLUDE AN ARBITRATION CLAUSE FOR DISPUTE RESOLUTION.

## Intellectual Property

1. Copyright in this website and all material on it, including but not limited to text, photographs, images, software, music, audio video clips, and any other copyrighted material (collectively, "content") belong to us, the original author, or other entities (collectively, "author"). Duplication, public transmission, distribution, modification, deletion, or reproduction of content (collectively, "use") without the authorization of the author is prohibited, except for printing or storage for personal use, or other specific use permitted under applicable laws. You are therefore requested to contact us to obtain permission before making use of the content. Please note that we may refuse to grant permission to use the content at our sole discretion. If you use the content with the permission of us, you are requested to display the copyright notice specified by us. You may not modify or remove of the copyright notice without prior permission by us.
2. Rights to the trademarks, logos, and product names appearing on this website (collectively, "trademarks") belong to us or to other right holders. Use of trademarks without authorization from us or the right holder is prohibited, except for specific use permitted under applicable laws. You are therefore requested to contact us to obtain permission before making use of trademarks.

## Website Disclaimer

1. Should you view this website and respond with information (excluding personal information) comprising questions, comments or suggestions regarding the content of this website, such information shall be deemed to be non-confidential and we shall have no obligation of any kind with respect to such information and shall be free to reproduce, use, disclose and distribute the information to others without limitation. We shall be free to use any ideas, concepts, know-how or techniques contained in such information for any purpose whatsoever including but not limited to developing, manufacturing and marketing products incorporating such information.
2. We make no representations or warranties, either express or implied, of merchantability or fitness for a particular purpose or of any nature regarding the information or the product to which the information refers. The information on this website may include typographical inaccuracies.
3. Under no circumstances will we be liable to any person or business entity for any direct, indirect, special, incidental, consequential or other damages based on any use of this website or any other

website to which this website is linked, including without limitation, any lost profits, business interruption, loss of programs or information, or privacy leakage, even if we have been specifically advised of the possibility of such damages.

## **Payment, Orders, Quotations**

Terms of payment are determined at our sole discretion based on the payment option you select, and payment must be received by us prior to our acceptance of your order. Payment shall be made by a way accepted by us. Any order is not binding unless accepted by us. Accepted orders are subject to cancellation by us at our sole discretion. Any quotation provided by us will be valid for the duration stated in the quotation. If no duration is stated, such quotation is valid for 5 days from the date of quotation. Otherwise, our standard pricing applies. We are not responsible for any pricing, typographical, or other errors in any offers and reserve the right to cancel any accepted orders resulting from such errors.

## **Additional Charges**

All prices do not include charges for shipping and handling, for sales/use taxes, and for other government required fees, such as for recycling; any such charges are additional. Separate charges will be shown on the order acknowledgment for each applicable order. Taxes will be charged for orders shipped to states in which we are obligated to collect and report such sales.

## **Description Accuracy**

1. Due to aperiodic product modification and improvement, we do not guarantee that any images or description of appearance, features, specifications and quality of any commodities are absolutely up-to-date and accurate. We do not guarantee that any information presented on this website and on any paper documents is totally free of error, either.
2. If any warranty provisions stated herein are discrepant against those on user manuals, warranty cards or other paper documents, the former will prevail.
3. The time of delivery of any commodities is only an estimate and is not guaranteed.

## **Commodity Availability**

Commodities may be out of stock, not available for immediate delivery. In the unlikely event that any commodities become unavailable, we reserve the right to cancel orders or to provide substantially equivalent or better substitutes.

## **Title and Risks**

1. Title to commodities will remain with us until we receive all payments in full. Title to all software will remain with the applicable licensor.
2. Risks of damage and loss of commodities will pass to you upon arrival of commodities at the shipment destination if the shipment destination is in the mainland of China, or upon our handing

over commodities to the first carrier if the shipment destination is out of the mainland of China.

3. You must notify us within 3 days after receipt of commodities in case any part of your purchase is missing, wrong or damaged.
4. You shall be responsible for customs clearance in your country and shall bear all losses incurred by failure of customs clearance.

### **Return, Replacement, Refund**

1. Any non-customized commodities sold by us can be returned for replacement or refund within 15 days after your receipt of the commodities, unless otherwise announced.
2. Any returned commodities and all their accessories and package materials shall be kept in their original condition, intact and unused. Otherwise, we may either deduct the value of any worn, damaged, or missing parts from the total price of the commodities and refund the remainder at our discretion, or even refuse to refund if any integral parts are worn, damaged or missing which renders the commodities useless.
3. Before returning any commodities, you shall contact our customer service department to get an RAC (Return Authorization Code); or we will not handle the returned commodities.
4. Shipment fee, handling fee and any other additional fees are not refundable. A restocking fee of 15% of the total price of the returned commodities will be charged from you, unless we are at fault (e.g. the commodities are wrong or defective).
5. In case the return arises from our fault, we will reimburse you for your reasonable return shipment fee after receipt of the returned commodities.
6. In case the return does not arise from our fault, you are responsible to contact us for instructions and pay all necessary fees, before the replacement commodities can be shipped back to you.

### **Limited Warranty**

1. All commodities sold by us are warranted to be free from defects in material and workmanship for 1 year after your receipt of the commodities, unless otherwise announced. In the event of such defects, we will ship the applicable replacement parts to you, or repair or replace the defective commodities at no charge at our sole reasonable discretion.
2. Before shipping any commodities to us, you shall contact our customer service department to get an RAC (Return Authorization Code), or we will not handle the returned commodities.
3. Both party shall bear its own shipment fee.
4. Any damage or malfunctions incurred by factors other than quality defects, will not be covered by the free warranty. Any unauthorized disassembly, modification or repair of the commodities will void the warranty. In these cases, we will provide paid repair services at your cost.

### **Software License and Warranty**

All software is subject to the applicable license agreement which is included with the commodities. You shall be bound by the license agreement once the applicable software package is opened, its seal is broken, the software is installed, or the clickwrap license agreement is agreed to, whichever is earliest. Warranty for any software shall be in accordance with the license agreement; we do not

warrant any software under this agreement.

## **Liabilities**

1. Under any circumstance, our reimbursement for your shipment fee per each return will not exceed 5% of the total price of the returned commodities, and will have a minimum of RMB 6.00 and a maximum of RMB 100.00 if the delivery destination when such commodities were sold to you is in the mainland of China, or a minimum of USD 6.00 and a maximum of USD 100.00 if the delivery destination when such commodities were sold to you is out of the mainland of China, unless a different agreement is reached by both parties before the return.
2. We will not accept any “carriage forward” or “self-pickup” packages; such packages will be rejected and returned to the sender, and we shall not be responsible for any costs and losses incurred.
3. We will use our best efforts to avoid shipping any commodities to any localities that have laws against such commodities. However, it is always your responsibility to ensure the legality of your purchase, possession and use of our commodities in your locality. Under no circumstances shall we be held liable for your illegal or improper conduct relating to our commodities.
4. We shall not be liable beyond the remedies set forth herein. Our maximum liability shall not exceed the total price paid for the commodities ordered by you. In no event shall we be liable to you or to any third party for any claim by a third party or for any special, indirect, incidental, consequential or punitive damages, even if advised of the possibility of such damages. We shall not be liable for loss of commodity availability, loss or corruption of data, or loss of profits or business.

## **Export Control**

You acknowledge that commodities and technical data purchased or received under these Terms and Conditions may be subject to export control laws and regulations of your country. You are responsible for compliance with all applicable export control laws and regulations. You promise that you are not purchasing to export, re-export, or transfer indirectly or directly any commodities outside of your country without obtaining proper authorization from applicable government agencies. You will not export, re-export, or transfer directly or indirectly any commodities either to an embargoed/terrorist supporting country determined by your government, to a person or entity barred by your government on export activity lists, or to any destination for a prohibited end use. You will defend and hold us harmless against all claims, damages or liability resulting from breach of the foregoing.

## **Dispute Resolution**

ANY DISPUTE, CONTROVERSY OR CLAIM ARISING FROM OR RELATING TO THESE TERMS AND CONDITIONS, AGREEMENTS OR CONTRACTS BETWEEN YOU AND US, OR COMMODITIES AND SERVICES PROVIDED BY US, SHALL BE RESOLVED BY ARBITRATION ADMINISTERED BY SHANGHAI ARBITRATION COMMISSION, PEOPLE'S REPUBLIC OF CHINA IN ACCORDANCE WITH THE COMMISSION'S ARBITRATION RULES. THE PLACE OF ARBITRATION IS SHANGHAI, PEOPLE'S REPUBLIC OF CHINA. ANY SUCH ARBITRATION SHALL BE CONDUCTED BY 3 ARBITRATORS EXPERIENCED IN LEGAL PRACTICE FOR 10 YEARS OR ABOVE. THE ARBITRATION HEARING SHALL BE KEPT IN A WRITTEN RECORD. ANY DECISION OR AWARD AS A RESULT OF ANY SUCH ARBITRATION PROCEEDING SHALL BE

IN WRITING AND SHALL PROVIDE AN EXPLANATION FOR ALL CONCLUSIONS OF LAWS, REGULATIONS AND FACTS, AND SHALL INCLUDE THE ASSESSMENT METHOD RELATING TO ALL COSTS, EXPENSES, VALUES, INDEMNITIES AND REASONABLE ATTORNEY FEES. THE AWARD OF ARBITRATION IS FINAL AND BINDING UPON BOTH PARTIES. THE LOSING PARTY SHALL BEAR ARBITRATION FEES, ATTORNEY FEES AND OTHER REASONABLE COSTS INCURRED BY THE ARBITRATION FOR THE PREVAILING PARTY.

## **Governing Laws**

These Terms and Conditions and any dispute, controversy or claim that might arise between you and us shall be governed by laws of the People's Republic of China, excluding their conflict or choice of law principles, and all claims whether sounding in contract, tort or otherwise, shall likewise be governed by laws of People's Republic of China, excluding their conflict or choice of law principles.

## **General**

1. All titles and subtitles in this contract are for convenience of reading only, and shall not be deemed or construed to describe, interpret, define or limit the applicability, extent or purpose of any provision. The masculine, feminine or neuter gender shall be construed to include any other gender, and the singular form shall be construed to include the plural form and vice versa, unless the context otherwise requires.
2. All rights and obligations derived from any transactions or contracts are not assignable to a third party without the express written consent of us.
3. If any provision of these Terms and Conditions is held to be invalid, illegal or unenforceable, such provision shall be enforced to the fullest extent permitted by the applicable law, and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
4. If any provision of an agreement or contract between you and us conflicts with these Terms and Conditions, the former will prevail; all remaining provisions of these Terms and Conditions are still valid and enforceable.
5. The waiver by us of your breach of any obligation will not operate or be construed as a waiver of any subsequent breach thereof.
6. We reserves the final power of interpretation of these Terms and Conditions to the fullest extent permitted by the applicable law.

COMIGHT Technology L.L.C.

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