

Terms and Conditions of Sales

The Terms and Conditions of Sales contained herein (the "agreement") constitute the entire agreement between AINFO Inc. ("Seller" or "AINFO") and the party which places a purchase order within AINFO ("Buyer") and shall control all purchases of products (as hereinafter defined) by Buyer from Seller. No form of acceptance except AINFO's written or electronics acknowledgement provided to Buyer or Seller's commencement of performance shall constitute valid acceptance of Buyer's purchase order; any such acceptances expressly conditioned on Buyer's assent to the terms hereof and the exclusion of all additional or different terms except as may be set forth in a written agreement expressly superseding these terms. Buyer shall be deemed to have assented to the terms hereof, whether or not previously received, upon accepting delivery of anything shipped by the Seller. If tender of these terms is deemed an offer, acceptance is expressly limited to the terms hereof and the Seller hereby gives notice of its objection to any additional or different terms proposed by Buyer in its purchase order or any other documents.

1. PRODUCTS

1.1 "Product(s)" shall mean any products identified on (a) Seller's proposals or quotations or (b) Seller's acknowledgments of a purchase order. In the event of any inconsistency between (1) the proposal or quotation and the acknowledgement or (2) the purchase order and the acknowledgement, the acknowledgement shall control.

2. ORDER

2.1 Buyer shall purchase products by issuing a written purchase order (the "order"), indicating specific products, quantity, unit price, total purchase price, payment term, currency, shipping instructions, requested delivery dates, bill to and ship-to address, if applicable, any other special instructions. Seller will accept or reject orders according to this then-current procedures. All orders are subject to acceptance in writing by seller.

2.2 Any notice or instruction form Buyer received subsequent to Seller's acknowledgment which has effect of changing the specifications, scope of work, or other terms will be effective only upon an appropriate adjustment in the price and / or delivery date, and the written acceptance of any such change by seller.

3. PAYMENT AND RISK OF LOSS

3.1 In all cases, unless indicated on Seller's quotation, acknowledgment or invoice or otherwise agreed to in writing by the Seller, the payment terms shall be Advance Payment and payment shall be made in US Dollars.

3.2 In all cases, unless otherwise agreed to in writing by Seller, title and risk of loss for the Product(s) shall pass from Seller to Buyer, "EXW Seller's location", Floor#2, Building#3, #5Gaopeng East Rd., Gaoxin District, Chengdu, Sichuan, China, 610041.

3.3 In all cases, unless otherwise agreed to in writing by Seller, Buyer shall be responsible for insuring the products at and after the time it assumes the risk of loss.

3.4 If at any time Buyer is delinquent in the payment of any invoice or is otherwise in breach of any obligation to Seller, Seller may, at its discretion, and without prejudice to its other rights, withhold shipment (including partial shipments) or any order or may, at its option, require Buyer to prepay for further shipment. Late charges of one and half percent (1.5%) per month on any sum not paid by Buyer when shall be due and payable at the option of Seller.

4. SHIPPING AND DELIVERY

- 4.1 Shipping dates will be established by Seller upon its receipt and acceptance of an order from Buyer.
- 4.2 Unless Seller received and acknowledges written shipping instructions from Buyer regarding shipment prior to the delivery date, Seller may select and engage on Buyer's behalf third parties, including domestic and international forwarders and carries, for the handling transportation, clearance and delivery of the Products. Seller shall use reasonable care in making such selection but shall have no liability by the means, route, and procedure to be followed by such third parties. The selection by Seller of a particular company shall not mean that Seller warrants or represents that the company will properly perform such services and Seller shall not be responsible for any delays or damages caused by such third parties, nor shall such third parties be considered to be an agent of Seller. In the event Seller pays or is required to pay or prepay any fees or charges related to these services, Buyer shall include the shipping & handling charges in their purchase order payment.

5. CANCELLATION

- 5.1 In the event that either party defaults in any of the terms, conditions, obligations, undertakings or liabilities set forth herein, the order party shall give the defaulting party written notice of such default. If the defaulting party does not remedy such default within ninety (90) days following receipt of written notice thereof, the party giving notice may cancel the Order by providing the defaulting party with a written notice of cancellation.
- 5.2 Except as provided in paragraph 5.1, Orders accepted by Seller can only be cancelled by Buyer with the mutual agreement of Buyer and Seller. In the event and Order is agreed to be cancelled, Buyer will be liable for no less than the sum of (1) the sales price of all finished goods, (2) the total cost of all work in process and all raw materials purchased for the Product, including long lead time and / or bulk material, (3) a reasonable profit with respect to unfinished goods and (4) any other obligations, liabilities, expenses and / or costs incurred by the Seller in connection with the Order (including, but not limited to, any administrative, freight and restocking costs and expenses). In no event will Buyer's liability under this section exceed the total value of the cancelled portion of the Order.

6. LIMITED WARRANTY

- 6.1 Notwithstanding any other provision hereof, Seller's sole and exclusive obligations and Buyer's sole and exclusive remedy for the Products sold hereunder are set forth in the Seller's warranty which can also be found on www.ainfoinc.com.

7. LIMITATION OF LIABILITY; LIMITATION ON BRINGING ACTION

- 7.1 The aggregate cumulative total liability for which seller is obligated to pay buyer hereunder, whether for breach of warranty or contract, indemnification herein, tort (including negligence), or otherwise, shall not exceed the payment made to seller in connection with those products purchased under the order which gave rise to such liability.
- 7.2 No action shall be brought by buyer for any breach by seller more than one (1) year after the occurrence of the cause of action therefore.

8. FORCE MAJEURE

- 8.1 Seller shall be excused from any liability, loss or damage to Buyer or any other person or party for failure to manufacture or deliver, or any delay in delivery, arising from any events beyond Seller's control regardless of whether or not they were foreseeable by either party when the products were ordered. Such uncontrollable events include, but are in no way limited to, acts of God, war, riot, embargoes, acts of civil or military authorities, fires, floods, accidents, Government priorities or regulations, quarantine restrictions, acts of Buyer, strikes, labor disputes, difference with workman decrees, delays in transportation, and shortage of cars, fuel, labor or materials.

Order Procedure

1. Formal P.O. with quotation number needs to be e-mailed to the sales: sales@ainfoinc.com or faxed to 0086-28-8519-3068
2. Proforma Invoice and Payment instruction will be sent to you after receiving the P.O.
3. Payment needs to be arranged according to the quoted payment term and invoice.
4. Delivery date will be informed by order confirmation after receiving the payment.
5. Shipment will be arranged according to the shipping instruction provided by you and the shipment tracking number will be provided after the shipment.
6. Warranty, see Warranty Statement.
7. Return and repair, see Service and Repair Policy.
8. Questions and concerns, pls. contact customer service at sales@ainfoinc.com or Emily@ainfoinc.com. Tel:0086-28-8519-2786/0086-130-600-15760;Fax: 0086-28-8519-3068.

We appreciated the business. Thanks you!

WARRANTY

AINFO Inc. (Hereinafter AINFO) warrants each product of its manufacture to be free from any defect in material and workmanship for a period of one year after delivery to the original buyer.

The limit of liability under this warranty shall be to repair or replace any product, or part thereof, which proves to be defective after inspection by AINFO. This warranty shall not apply to any AINFO product that has been disassembled, modified, physically or electrically damaged, or to any product that has been subjected to conditions exceeding the applicable specifications or ratings.

AINFO shall not be liable for any direct or consequential injury, loss or damage incurred through the use, or the inability to use, any AINFO product.

AINFO reserves the right to make design changes to any AINFO product without incurring any obligations to make the same changes to previously purchased units.

This warranty is the full extent of obligation and liability assumed by AINFO with respect to any and all AINFO products. AINFO neither makes, nor authorizes any person to make, any other guarantee or warranty concerning AINFO products.

If the unit at any time has any problems it would have to be shipped back to AINFO location for warranty repair or replacement. In this case, the following procedure has to be followed:

1. A detailed default report needs to be sent to Sherry@ainfoinc.com, after evaluation by AINFO's QA department, the **RMA will be assigned**. **Only after** the RMA is assigned, then the shipment can be arranged.
2. For the shipment to return the default product back to AINFO, buyer needs to be responsible for the shipping and all related cost. If AINFO is responsible for the default, AINFO will pay for the shipping back to the buyer; if the default is caused by the buyer or other reason, which AINFO is not responsible for, then the buyer is responsible for the shipping and all related cost.
3. Returned units will undergo complete test and evaluation. Replacement and or/repair will be determined only after AINFO has determined the cause of the failure. All units returned are subject to evaluation charge when:
1) The units meet full specifications and do not require repair, or 2). failures due to excessive stresses caused by rough handling or overload during test or installation at the customers' location.
4. AINFO is not responsible for failures due to excessive stresses caused by rough handling or overload during test or installation at the buyers' location; nor can AINFO be responsible for damage caused by improper operation or faulty power supplies.
5. Every precaution is used at the factory to insure that every unit meets all electrical and mechanical specifications prior to shipment. Buyer, by his issuance of a purchase order or similar instrument, accepts this warranty. The applicable law of China shall be used for interpretation and adjudication of this warranty and related work order or purchase agreement.

SERVICE AND REPAIR POLICY

GENERAL

For all items requiring service, regardless of warranty status, AINFO's QA department should be contacted for a Return Material Authorization (RMA) number. RMA number needs to be requested through E-mail (E-mail address: Sherry@ainfoinc.com / sales@ainfoinc.com), you will need to provide the default report, which includes model number, serial number and as much information as possible about the nature of your difficulty. In addition, if a technical point of contact is available at the user's facility, please provide this individual's name and phone number should any further communications be necessary. Once the form has been completed and sent to AINFO's QA department, you will be contacted within no more than two business days with an RMA number.

RETURN OF UNITS

All products being returned to AINFO for repair must be shipped with the shipping charges prepaid.

Items returned to AINFO from outside of the China must include two (2) copies (one copy placed in shipping container, one copy affixed to the outside of shipping container) of a Proforma invoice which **ONLY** states " **Repair unit, no commercial value, and declare USD2 for Custom value**".

Failure to follow the above instruction may cause expenses, such as, but not limited to duties and taxes, which the buyer is held responsible for. Pls. advise us the tracking number after shipment.

Whenever possible, the product should be shipped back to AINFO in the original packaging. Items subject to "in-warranty repair" will be returned to the buyer at no charge. The customer will be responsible for return shipping charges for items that are out of warranty or that have been mishandled in addition to the evaluation and repair charges as outlined below. For units returned and subsequently found to have no defects, an evaluation fee will be charged for any testing and processing regardless of warranty status.

REPAIR COSTS

Warranty repairs will be made at no cost to the customer. Units out of warranty or those, which have been mishandled, will require written approval from the buyer authorizing the repair charges prior to the repair being processed. Evaluation charges for out of warranty or mishandling varies, but the Minimum charge is USD100.

AINFO will provide cost estimate for repair or replacement. For those items which are economically not suitable for repair or the buyer may decide not to repair, the above specified evaluation fee will be charged. This evaluation fee may be applied toward the procurement of replacement in certain cases..

RETURN LEAD TIME

Typical repair turn around time is 30 days after receipt of the unit at AINFO. If delivery is critical, please contact Sherry at Sherry@ainfoinc.com for special request. Expedition fee may apply.