



or to generally suggest the nature of such products, and such descriptions, plans or specifications were not intended to serve as a representation or warranty as to the nature or quality of such products or to become a part of the basis for the bargain between customer and Silicon Power.

a. Products Manufactured by Silicon Power. Unless otherwise stated to the customer in a writing signed by an authorized officer of Silicon Power, Silicon Power' warranties as to any product sold to a customer shall be as set forth in full at Silicon Power' website at [http://www.silicon-power.com/support/su\\_sve\\_index.php?type=warranty](http://www.silicon-power.com/support/su_sve_index.php?type=warranty). In the event of a claim made pursuant to Silicon Power warranties, then at Silicon Power's sole election

(i) customer shall return the defective product with the invoice or other purchased certificates to Silicon Power and Silicon Power shall repair or replace the defective item, (ii) customer shall repair the defective product using replacement materials supplied by Silicon Power, or (iii) Silicon Power may repair the defective product where it is located. SILICON POWER'S SOLE OBLIGATION UNDER THE WARRANTY SHALL BE WITH RESPECT TO DEFECTIVE PRODUCT ABOUT WHICH SILICON POWER ACTUALLY RECEIVES WRITTEN NOTICE OF DEFECT DURING THE WARRANTY PERIOD.

b. Return. All returns to Silicon Power are to be in accordance with Section 8 "RETURNS" below, cost of shipment shall be paid by customer to the address specified by Silicon Power. Customer shall be responsible for proper packaging and undamaged arrival of returned products at proper destination.

Silicon Power assumes no responsibility for improper or unauthorized returns

Silicon Power will in turn prepay shipment to customer of products or materials intended as replacements under this warranty.

None of Silicon Power' Warranties shall extend to any product that has been subjected to misuse for any reason, including operation contrary to

Silicon Power's printed instructions, neglect, accident, improper installation, application of improper power, improper matching,

or to repairs or modifications performed by anyone other than Silicon Power' own personnel or outside personnel whom Silicon Power shall have authorized in writing.

SILICON POWER' WARRANTIES MAY BE ASSERTED ONLY BY CUSTOMER AND NOT BY CUSTOMER'S OWN CUSTOMERS OR

ANY OTHER PARTY WITH WHOM SILICON POWER IS NOT IN PRIVITY OF CONTRACT.

7. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING IN THESE TERMS AND CONDITIONS SUGGESTIVE TO THE CONTRARY, THE LIABILITY OF SILICON POWER UNDER ANY LEGAL OR EQUITABLE THEORY OF INDEMNITY OR DAMAGES RELATING TO ANY BREACH OF WARRANTY, ANY DEFECTIVE PRODUCT, OR USE OF ANY DEFECTIVE PRODUCT, SHALL BE LIMITED TO THE ACTUAL PRICE PAID BY CUSTOMER FOR SUCH PRODUCT. IN NO EVENT SHALL SILICON POWER BE LIABLE FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL OR LIKE DAMAGES INCLUDING SPECIFICALLY, BUT WITHOUT LIMITATION, LOST PROFITS, SAVINGS OR REVENUES OF ANY KIND, WHETHER OR NOT SILICON POWER HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES OR THE LIKE, INCLUDING ANY CASE IN WHICH A PRODUCT OF SILICON POWER PURCHASED HEREUNDER CREATES OR CONTRIBUTES TO A VEHICLE OR OTHER PRODUCT REPAIR CAMPAIGN OR RECALL DUE TO A VEHICLE OR OTHER PRODUCT DEFECT OR NON-COMPLIANCE WITH THE APPLICABLE LAWS.

#### 8. RETURNS.

A written copy from Silicon Power of the Return Merchandise Authorization (RMA) is required prior returning merchandise.

All returns must have the RMA number provided by Silicon Power clearly and boldly marked on the outside of the shipping container(s) or the shipment may be rejected.

#### 9. MISCELLANEOUS.

a. Force Majeure. Silicon Power shall not be liable for any delays in performance beyond the reasonable control of Silicon Power, including fire, flood, epidemic, unusually severe weather, strike, act of God, terror or public enemy, public disorder, act of customer, restriction of civil or military authority in their sovereign or contractual capacities, transportation failure, or inability to obtain labor materials, or manufacturing facilities. In the event of any such delay, delivery shall be appropriately adjusted.

b. Product Maintenance. Silicon Power shall have no obligation to repair or maintain any product sold hereunder following the warranty period for such product, and then only in accordance with the terms of such warranty.

c. No Waiver of Terms and Conditions. The failure of Silicon Power to insist upon customer's strict performance of any of these Terms and Conditions or a delay by Silicon Power in exercising any of its remedies hereunder shall not constitute a waiver of these Terms and Conditions or a waiver of any default or any remedy.

d. No Implied License. The sale or other furnishing of any product, part, or information (hereafter altogether referred to in this paragraph as "product or service") by Silicon Power, or any of its affiliates, is not be construed as any express or implied license, or other grant of rights to use, by implication, course of dealing, estoppel, or otherwise, any patent, know-how, technical data, or other trade secrets or proprietary rights of Silicon Power, or any of its affiliates, connected in any way to the product or service for any purpose other than that purpose which, as of the date hereof,

customer has clearly caused Silicon Power to understand as the purpose of Buyer in the execution, delivery and performance of these Terms and Conditions.

e. "Product" Defined. The word "product" as used in these Terms and Conditions shall refer to all goods sold pursuant hereto.

f. No Commitment to Continue Manufacture. Silicon Power makes no promise, express or implied, to continue manufacture and sale for any period any product sold pursuant to these Terms and Conditions.

Except in case of a pending customer order or agreement, Silicon Power expressly reserves the right, in its sole discretion, to cease manufacture and sale of any product at any time, with or without notice to any customer.

g. governing law and dispute resolution. These Terms and Conditions shall be governed by the laws of customer with Silicon Power / Silicon Power branch/ Silicon Power affiliate's located countries.

The UN Convention on Contracts for the International Sale of Goods shall not apply to the Agreement.

All disputes arising out of or in connection with These Terms and Conditions to be settled through consultation and negotiation in good faith and a spirit of mutual parties.

h. Entire Agreement; Amendment. These Terms and Conditions, coupled with the terms and conditions reflected in

(i) Silicon Power' forms; (ii) acknowledgments, (iii) quotations; (iv) invoices; (v) websites; (vi) catalogs; and (vii) extension of credit, are incorporated herein by reference, and constitute the entire and exclusive agreement between customer and Silicon Power, and supersede all other agreements between the parties in connection with the sale of product provided herein.

i. Assignment. Customer shall not assign any order, or any interest therein, without the prior written consent of Silicon Power. Any actual or attempted assignment without Silicon Power' prior written consent shall entitle Silicon Power to cancel such order upon notice to customer.

j. No Third Party Benefit. The provisions stated herein are for the sole benefit of the parties hereto, and confer no rights, benefits or claims upon any person or entity not a party hereto.