

# **Glary Power Terms of Use and Conditions of Order**

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## **I. Website Terms of Use**

**1. Access to the Site.** Registration is not required to place an order or to use the Site. However, your username is referred to as your "Identification." Your Identification must be accurate, current, and complete, and you may not provide false information to Glary Power or impersonate another individual or entity. You are solely responsible for keeping your Identification confidential. You agree that you and your authorized representatives will be the only users of your Identification, and that you will be solely responsible for all activities on the Site using your Identification. We strongly recommend that you exit of the Site and close your browser window when your session is completed to help prevent unauthorized persons from accessing your Identification. Glary Power will be entitled to monitor your Identification and, at its discretion, require you to change it. Please contact Glary Power immediately at [tensorc.c@glary.com](mailto:tensorc.c@glary.com) if you believe that your Identification has been lost or stolen, or that someone may attempt to use your Identification without your consent. Please keep in mind that no Internet site is 100% secure. Thus, while Glary Power strives to protect the personal information and privacy of its users, your use of the Site to transmit or store personally identifiable information or other confidential or sensitive information is at your own risk.

**2. Intellectual Property.** The Services, the Site, and all information, Web Services Applications if any, Software if any, data, the Glary Power product database, printed and electronic documentation, content that you see, hear or otherwise experience on the Site, and all compilations thereof (the "**Content**") are protected by Taiwan and international copyright, trademark and other laws, and

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You may not use any of the marks or logos appearing throughout the Site without express written consent from the trademark owner, except as permitted by applicable law.

Glary Power may prohibit or limit your use of the Site including without limitation the Services at any time at its discretion.

You may not use any robot, scraper, spider, or other automated means to access or gather the Content from the Site, or mirror, co-brand, or frame the home page or any other pages of the Site on any other website or web page. For purposes of these Terms of Use, "co-branding" means to display a name, logo, trademark, or other means of attribution or identification of any party in such a manner as is reasonably likely to give a user the impression that such other party has the right to display, publish, or distribute the Site or its Content. Competitors and third party aggregators may not connect "deep links" to the Site, i.e., create links to this site that bypass the home page or other parts of the Site without the written permission of Glary Power. This prohibition is not intended to restrict the non-commercial activities of individuals.

**3. Disclaimer of Warranties.** GLARY POWER MAKE NO EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS WITH RESPECT TO THE SITE, THE SERVICES OR THE CONTENT, AND GLARY POWER EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT WITH REGARD TO THE SITE, THE SERVICES, AND THE CONTENT. GLARY POWER DO NOT WARRANT THAT THE FUNCTIONS PERFORMED BY THE SITE OR THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, OR THAT DEFECTS IN THE SITE OR THE SERVICES WILL BE CORRECTED. GLARY POWER DO NOT WARRANT THE ACCURACY OR COMPLETENESS OF THE CONTENT, OR THAT ANY ERRORS IN THE

CONTENT WILL BE CORRECTED. THE SITE, THE SERVICES AND THE CONTENT ARE PROVIDED "AS-IS" AND ON AN "AS-AVAILABLE" BASIS. GLARY POWER IS NOT RESPONSIBLE FOR UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, ANY MATERIAL OR DATA SENT OR RECEIVED OR NOT SENT OR RECEIVED, OR ANY TRANSACTIONS ENTERED INTO THROUGH THE SITE. GLARY POWER IS NOT RESPONSIBLE FOR ANY CONTENT SENT USING AND/OR INCLUDED IN THE SITE BY ANY THIRD PARTY. ADVICE RECEIVED VIA THE SITE SHOULD NOT BE RELIED UPON FOR PERSONAL, MEDICAL, LEGAL OR FINANCIAL DECISIONS AND YOU SHOULD CONSULT AN APPROPRIATE PROFESSIONAL FOR SPECIFIC ADVICE TAILORED TO YOUR SITUATION.

See the Conditions of Order for all other Warranty information related to Products.

**4. Additional Disclaimers.** Without limiting the disclaimers set forth in Section 3 above:

**a. Applications Engineering.** Glary Power offers its applications engineering solely as a convenience to our customers. Glary Power applications engineering personnel strive to provide useful information regarding the Products. However, Glary Power does not guarantee that any information or recommendation provided is accurate, complete, or correct, and Glary Power shall have no responsibility or liability whatsoever in connection with any information or recommendation provided, or your reliance on such information or recommendation. You are solely responsible for analyzing and determining the appropriateness of any information or recommendation provided by Glary Power applications engineering personnel, and any reliance on such information or recommendation is at your sole risk and discretion. You acknowledge and agree that Glary Power may discuss the same or similar topics discussed with you with other of our customers and provide the same or similar information or recommendations to other of our customers. Without limiting the generality of the foregoing, any recommended substitutes or cross-references with respect to parts are simply recommendations, and Glary Power does not guarantee that such information or recommendations are accurate, complete or correct.

**b. Correction of Errors and Inaccuracies.** The Content may contain typographical errors or other errors or inaccuracies and may not be complete or current. Glary Power therefore reserves the right to correct any errors, inaccuracies or omissions and to change or update the Content at any time without prior notice. Glary Power does not, however, guarantee that any errors, inaccuracies or omissions will be corrected and is not obligated to make such corrections.

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Any dealings with third parties (including advertisers) included within or available via a link from the Site or participation in promotions, including the delivery of and the payment for goods and services, and any other terms, conditions, warranties or representations associated with such

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**d. Geographic Limitations on Use.** Like most Internet websites, this Site is accessible worldwide. However, not all Products or Services offered by Glary Power are available to all persons or in all geographic locations. Glary Power reserves the right to limit the provision of its Products and Services to any person, geographic area, or jurisdiction and to limit the quantities of any Products or Services that it provides. You agree to comply with all applicable laws and local rules regarding the transmission of technical data, acceptable content, and online conduct.

**e. Color Display.** Glary Power attempts to display as accurately as possible the colors of the Products shown on the Site. However, because the colors you see will depend on many factors, including your monitor or printer, Glary Power cannot guarantee that the color you see matches the Product color.

**5. Limitation of Liability.** IN NO EVENT SHALL GLARY POWER BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS, LOST SAVINGS, OR LOSS OF BUSINESS OPPORTUNITY) ARISING OUT OF OR RELATING TO: (II) THE SITE, THE SERVICES, OR THE CONTENT, OR YOUR USE OF OR INABILITY TO USE THE SITE, THE SERVICES, OR THE CONTENT, (II) ANY TRANSACTION OR COMMUNICATIONS CONDUCTED THROUGH OR FACILITATED BY THE SITE; (III) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE SITE, THE SERVICES OR THE CONTENT, (IV) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, (V) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SITE OR THE SERVICES, OR (VI) ANY OTHER MATTER RELATING TO THE SITE, THE SERVICES, OR THE CONTENT; EVEN IF GLARY POWER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SUBJECT TO THE FOREGOING, IN NO EVENT SHALL THE LIABILITY OF GLARY POWER RELATING IN ANY WAY TO THE SITE, THE SERVICES, OR THE CONTENT EXCEED \$100 OR THE MINIMUM AMOUNT ALLOWABLE UNDER APPLICABLE LAW, WHICHEVER IS GREATER, REGARDLESS OF THE LEGAL THEORY ASSERTED FOR SUCH LIABILITY, WHETHER IN CONTRACT, TORT, WARRANTY OR OTHERWISE.

IF YOU ARE DISSATISFIED WITH THE SITE, THE SERVICES, THE CONTENT, OR WITH THE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE, THE SERVICES, AND THE CONTENT.

Any cause of action against Glary Power with respect to the Site, the Services, or the Content must be instituted within one (1) year from the date on which the claim arose.

Some territories may not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you, but in any event shall apply to the maximum extent allowed by law.

See the Conditions of Order for all other Limitations of Liability information related to Products including Chip Outpost Products.

**6. Indemnification.** You understand and agree that you are personally responsible for your reliance upon any information or recommendation provided on this Site, its Content, by Glary Power applications engineering personnel, your behavior on the Site, and your Submissions. You agree to indemnify, defend and hold harmless Glary Power and its business partners, licensors, employees, agents, and any third-party information, Software, Content, and Web Services Application providers to the Site and Services from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, special, consequential, punitive, exemplary and indirect damages), and reasonable attorneys' fees, resulting from or arising out of your use, misuse, or inability to use the Site, the Services, or the Content, your reliance upon any information or recommendation provided by Glary Power applications engineering personnel, your submissions, or any violation by you of these Terms of Use.

**7. Additional Prohibited User Conduct.** You are prohibited from compromising the security or tampering with system resources and/or accounts related to the Site. The use or distribution of tools designed for compromising security (e.g., password guessing manually or through programs, cracking tools, or network probing tools) is strictly prohibited. Glary Power may monitor your use of the Site including without limitation the Services, to ensure your compliance with these Terms of Use. If you become involved, or are suspected to have become involved, in any violation of these Terms of Use, Glary Power reserves the right to investigate your activities for its own purposes and release the details of your violations to others in Glary Power's sole discretion, including without limitation to governmental authorities, private investigators, or other users of the Site in order to assist them in resolving security incidents.

You agree not to use the Site or any Services in any manner that violates any laws or infringes or misappropriates the intellectual property of, or interferes with the rights of, third parties. You may not take any action that imposes, or may impose in Glary Power's sole discretion, an unreasonable or disproportionately large load on the Site's infrastructure or interfere or attempt to interfere with the proper working of the Site or any activities conducted on the Site, or bypass any robot exclusion headers or other measures Glary Power may use to prevent or restrict access to the Site.

Glary Power reserves the right to fully cooperate with any law enforcement authorities or court order requesting or directing Glary Power to disclose the identity of anyone violating the security of the Site or these Terms of Use.

**8. Use of Communication and Project Management Services.** The Site may now or in the future contain bulletin board services, chat areas, news groups, forums, communities, personal web pages, a project management platform, calendars, and/or other message or communication facilities designed to enable you to communicate with the public at large or with a group (collectively, "**Communication Services**"). You agree to use the Communication Services only to post, send and receive messages and material that are proper and related to the particular Communication Service. By way of example, and not as a limitation, you agree that when using a Communication Service, you will not:

- Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others including without limitation engaging in activity that incites discrimination, hate or violence towards one person or a group because of their belonging to a race, ethnicity, gender, sexual orientation, physical ability, age, religion or nationality or

that insults the victims of crimes against humanity by contesting the existence of those crimes.

- Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, obscene, indecent or unlawful topic, material, or information.
- Upload, Display, or otherwise make available files that contain images, photos, software, object code, source code, markup language, libraries, schematics, designs, PCB design files, PCB fabrication files, or other material that infringes any copyright, trademark, patent, trade secret, privacy right, publicity right, confidentiality obligation or other proprietary right of any party.
- Upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer.
- Use any material or information, including images, software, object codes, source code, markup language, libraries, schematics, designs, PCB design files, PCB fabrication files, or photographs, which is made available through the Site in any manner that infringes any copyright, trademark, patent, trade secret, privacy right, publicity right, confidentiality obligation or other proprietary right of any party.
- Advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Service specifically allows such messages.
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- Download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally distributed in such manner.
- Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded.
- Restrict or inhibit any other user from using and enjoying the Communication Services.
- Violate any code of conduct or other guidelines which may be applicable for any particular Communication Service.
- Harvest or otherwise collect information about others, including e-mail addresses, without their consent.
- Violate any applicable laws or regulations.
- Create a false identity for the purpose of misleading others.

Glary Power has no obligation to monitor the Communication Services. However, Glary Power reserves the right to review materials posted to a Communication Service and to remove any materials in its sole discretion. Glary Power reserves the right to terminate your access to the Site, Services, Content, and any or all of the Communication Services at any time without notice for any reason whatsoever. Glary Power reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in Glary Power's sole discretion. Always use caution when giving out any personally identifying information about yourself in any Communication Service. **Without limiting Sections 3 or 5 of these Terms of Use, Glary Power does not control or endorse the content, messages, submissions, or information found in any Communication Service and Glary Power specifically disclaims any liability with**

**regard to the Communication Services and any actions resulting from your participation in any Communication Service, including, without limitation, your use of any Submissions and collaborations with other users of Communication Services.**

**9. User Supplied Information.** Glary Power does not claim ownership of the materials, including without limitation, text, images, photos, software, object code, source code, markup language, libraries, schematics, designs, PCB design files, PCB fabrication files, or other material you or other users of Communication Services may provide to Glary Power (including feedback and suggestions) or post, upload, input, or submit to the Site or its associated services (collectively "**Submissions**"). However, by posting, uploading, inputting, providing or submitting your Submission you are granting Glary Power a royalty-free, irrevocable, perpetual, worldwide license to your Submission including, without limitation, the rights to use, copy, distribute, transmit, publicly, publicly perform, reproduce, translate, reformat or otherwise edit or modify, display and create derivative works from this material, in any and all media whether known now or later developed, in any manner, in whole or in part, without any restriction or responsibilities to you, and to publish your name, likeness, pseudonym, or other identifier in connection with your Submission.

Submissions may be subject to posted limitations on use, reproduction, display, adaptation, and/or dissemination, and you are responsible for adhering to any such limitations. You also are solely responsible for posting any limitations on the use of or license terms pertaining to your Submissions, which may not in any event contradict or limit these Terms of Use.

No compensation will be paid with respect to the use of your Submission, as provided herein. Glary Power is under no obligation to post or use any Submission you may provide and may remove any Submission at any time in Glary Power's sole discretion. By posting, uploading, inputting, providing or submitting your Submission you warrant and represent that you own or otherwise control all of the rights in and to your Submission including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the Submissions and grant the license you provide in these Terms of Use, and that the Submission, and the use thereof in accordance with these Terms of Use, does not and will not violate any law or the rights, including without limitation the intellectual property rights, of any person or entity.

**10. Confidentiality.** You shall not disclose Glary Power Confidential Information for so long as the information retains its confidential nature. As used in this Agreement, "Glary Power Confidential Information" means all nonpublic information disclosed by us through the Web Services Applications or Software that is designated as confidential or that, given the nature of the information or circumstances surrounding its disclosure, reasonably should be understood to be confidential. Notwithstanding any other provision in this Section, you shall not have any confidentiality obligation to us under this Section above with respect to any information that is or becomes publicly available without breach of these Terms of Use, can be shown by documentation to have been known by you at the time of its receipt from Glary Power, is received from a third party who did not acquire or disclose the same by a wrongful or tortuous act, or can be shown by documentation to have been independently developed by you.

**11. Applicable Law; Dispute Resolution.** The laws of the Republic Of China shall apply to these Terms of Use, without regard to any conflict of laws provisions. The 1980 United Nations Convention on Contracts for the International Sale of Goods, the United Nations Convention on the

Limitation Period in the International Sale of Goods, and the Uniform Computer Information Transactions Act, and any implementations thereof in various jurisdictions and any subsequent revisions thereto, shall not apply to these Terms of Use. Any controversy or claim arising out of or relating to these Terms of Use or your use of the Site, the Service, or the Content (a "**Dispute**") shall be settled by arbitration in accordance with the rules of Taiwan Taichung District Court. The decision of the Court shall be final and binding upon the parties both as to law and to fact, and shall not be appealable to any court in any jurisdiction.

**12. General Provisions.** Additional terms and conditions that may be presented to you on the Site as a part of additional Services or in relation to additional Content and those additional terms and conditions shall apply as to the specific Services or Content to which they state they apply except when in conflict with these Terms of Use, then these Terms of Use shall supersede and control. These Terms of Use constitute the entire agreement of the parties with respect to the subject matter hereof. No waiver by Glary Power of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. If any part of these Terms of Use are determined by a court of competent jurisdiction or arbitrator with jurisdiction over a Dispute to be invalid or unenforceable, it will not impact any other provision of these Terms of Use, all of which will remain in full force and effect, and such court or arbitrator shall have the authority, if possible, to revise any invalid or unenforceable provision to most accurately reflect the intent of the parties as shown by the original wording of that provision while rendering it valid and enforceable. No rights, duties, agreements or obligations hereunder, may be assigned or transferred by operation of law, merger or otherwise, without the prior written consent of Glary Power. These Terms of Use and the subject matter that they cover including without limitation the Site, Services, and Content do not create any joint venture, partnership, employment, or agency relationship between you and Glary Power. The obligations, rights, terms and conditions hereof will be binding upon and inure solely to the benefit of the parties hereto and their permitted respective successors and assigns.

**13. Changes to the Terms of Use.** Glary Power reserves the right to change the terms of these Terms of Use without notice. Such changes may include, but are not limited to, the charges, if any, associated with the access and use of the Site or any portion of it. You are responsible for reviewing these Terms of Use prior to accessing, visiting, browsing, using, or interacting or attempting to interact with any part of the Site or any software, program or Services on the Site, and your continued use of the Site, its Services, or its Content after any modification to these Terms of Use acknowledges your agreement to the then current Terms of Use. In the event that a change or update is made to these Terms of Use, the "Date of Last Modification" will be updated accordingly. As part of the registration process to become a registered user of certain functionality on the Site, as a default, you elect to receive e-mails that Glary Power may in its discretion send notifying you of changes to these Terms of Use and/or other Glary Power policies. You may elect not to receive these e-mails by opting out of this default. Notwithstanding any provision of these Terms of Use to the contrary, Glary Power may make changes to these Terms of Use in its sole discretion and such changes shall be binding on you and Glary Power.

#### **Governing Version**

**The English version of these Terms and Conditions shall prevail wherever there is a discrepancy between the English version and any other language version.**



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**QUESTIONS OR ADDITIONAL INFORMATION.** If you have questions regarding this Terms of Use or wish to obtain additional information, please send an e-mail to [tensorc.c@glary.com](mailto:tensorc.c@glary.com).

## II. Conditions of Order

**All orders placed with Glary Power, including those through any webstore that may be branded using the names of other entities and embedded in the websites of those other entities, are subject to the terms of these Conditions of Order. Any purported change submitted by a purchaser in any additional documentation is hereby expressly rejected. Orders placed on forms deviating from these terms and conditions may be accepted, but solely on the basis that the terms of these Conditions of Order will prevail and such terms will be the sole terms governing the order.**

**1. Order Validation and Acceptance.** When you place an order, we may verify your method of payment, shipping address and other application conditions, if any, before processing your order. Your placement of an order with Glary Power is an acceptance of Glary Power's offer to sell our Products, subject to availability and pursuant to the terms contained in these Conditions of Order. Glary Power, at its discretion, may complete your order by processing your payment and shipping the Product, or may, for any reason, decline to complete your order or any part of your order. No order shall be considered completed until the Product has been shipped. If we decline to complete your order, we will attempt to notify you using the email address or other contact information you have provided with your order. Delivery and/or shipment dates provided in connection with any order are estimates only and do not represent fixed or guaranteed delivery dates.

**2. Quantity Limitations.** Glary Power may limit or cancel quantities available for purchase on any order on any basis, and to alter the availability or duration of any special offers at any time. Glary Power may reject any order, or any part of an order.

**3. Electronic Communication.** When you place an order via the Site, you are required to provide a valid email address, which we may use to communicate with you regarding the status of your order, advise you regarding shipment of back-ordered products, and to provide you with any other notices, disclosures or other communications relating to your order. You agree that Glary Power will not be responsible for any damage you incur, or information you do not receive, as a result of your failure to provide and maintain a valid email address or as a result of any failure of your email system, spam filters, or other impediments to your receipt of our communications outside of the reasonable control of Glary Power.

**4. Pricing and Product Information.** Glary Power makes every effort to provide current and accurate information relating to the Products and prices, but does not guarantee the currency or accuracy of any such information. Information relating to Products is subject to change without notice. Prices are subject to change at any time prior to Glary Power's completion of your order. In the event we discover a material error in the description or availability of a Product that affects your outstanding order with Glary Power, or an error in pricing, we will notify you of the corrected version, and you may choose to accept the corrected version, or cancel the order. If you choose to

cancel the order, and your payment has already been made for the corresponding purchase, Glary Power will return the amount of the payment. All prices are in U.S. dollars.

**5. Payment.** Glary Power only accept wire transfer as the payment methods.

**6. Shipping Charges.** The shipping term is FCA Taiwan for international shipments, or EX WORK for shipments in Taiwan. The shipping charges would therefore be on buyer's account.

**7. Handling Charge.** There is no minimum order or handling fee.

**8. Taxes.** Except as otherwise provided on the Site, prices shown do not include any taxes.

**9. Late Payments; Dishonored Checks.** You shall pay to Glary Power all costs incurred by Glary Power in collecting on any past due amount from you, including all court costs, collection costs, and attorney's fees.

**10. Out of Stock.** If a Product you order is out of stock or no sufficient q'ty in warehouse at time of order placement, you may elect to have it shipped on a partial base or a subsequent shipment. However, the freight cost would not be on Glary Power's account even for partial shipments. Back-orders will be held based on your request.

**11. Export Compliance.** In addition to Taiwan, Glary Power accepts international orders. Some Products may not be available for particular countries. All orders of international origin or destination are subject to export control laws, restrictions, regulations and orders of Taiwan. You agree to comply with all applicable export control laws, restrictions, regulations and orders of the Taiwan or applicable foreign agencies or authorities. You shall not, directly or indirectly, sell, export, transfer, transship, assign, use, or dispose of Products in a manner which may result in any non-compliance with applicable export control laws, restrictions, regulations, and orders of Taiwan or applicable foreign agencies or authorities. You are responsible for obtaining any license or other official authorizations that may be required to export, re-export or import Products. Diversion contrary to Taiwan law is prohibited.

**12. Freight Damage.** Merchandise being damaged in transit would be at your liability to deal with the transporter due to the shipping term definition.

**13. Return Policy.** In most cases when your purchased units do not comply to its specifications, Glary Power will accept merchandise returns subject to the terms outlined in this Section 13 and will replace or repair the Product or refund your money at your option.

To facilitate processing of returned merchandise:

- Please contact [tensorc.c@glary.com](mailto:tensorc.c@glary.com) to describe the failure mode and unit's series number to obtain an RMA (Returned Merchandise Authorization) number prior to returning a Product(s).
- Return freight charge must be prepaid. Sorry, C.O.D. returns cannot be accepted.
- Products returned will be tested and verified by Glary Power, and if the cause of failure is solely due to customer error, Glary Power will not refund the payment and will not bear any cost and expense if any.
- A Mil-Spec Product purchased from Glary Power is non-cancelable and non-returnable.
- "Not-In Catalogue Items" and parts specified as "Non-Cancelable/Non-Returnable" at time

of quote or sale, and goods beyond product warranty coverage are not returnable

By returning any product to Glary Power, you represent and warrant that the returned product was purchased from Glary Power, is not counterfeit or otherwise non-conforming, and does not violate the Glary Power Counterfeit Policy. You also agree that Glary Power may test any returned product to determine whether such product is counterfeit, non-conforming, or otherwise violates these Conditions of Order. In the event Glary Power determines, in its sole discretion, that any returned product is counterfeit, non-conforming, or otherwise violates these Conditions of Order, Glary Power may (i) report such problem to any applicable governmental or regulatory agency or any other applicable third party; (ii) quarantine such product for further testing or other analysis; and/or (iii) take such other actions as may be required or permitted under applicable law.

**14. No Use as Critical Components or QPL Components.** Products made and sold by Glary Power are not authorized for use in certain applications including, but not limited to, life safety, life support, life sustaining, surgical, human implant, nuclear, or aircraft applications or for any use or application in which the failure of a single component could create a situation in which property damage, personal injury, or death is likely to occur. Any use in such applications would be at your own risk and is not covered by Glary Power's product warranty. In addition, you acknowledge that Glary Power is not on the Qualified Manufacturers List ("QML"), and does not sell Qualified Product List ("QPL") components for military applications. Any references to QPL or military specifications are for reference only, and any sales of such products by Glary Power are for non-military use only. You agree that all such purchases are for commercial or other applications that do not require QPL components. YOU AGREE TO INDEMNIFY AND DEFEND GLARY POWER AGAINST ALL DAMAGES, COSTS, AND EXPENSES THAT MAY BE INCURRED, INCLUDING WITHOUT LIMITATION, ATTORNEY FEES AND COSTS RELATING TO ANY LAWSUIT OR THREATENED LAWSUIT ARISING OUT OF THE USE OF PRODUCTS IN UNAUTHORIZED APPLICATIONS.

**15. Product Warranty.**

**a. General Product Limited Warranty.** ALL PRODUCTS ARE SOLD ON AN "AS-IS" AND "AS-AVAILABLE" BASIS.

**b. Disclaimer of all other Warranties.** EXCEPT AS OTHERWISE SET FORTH IN THIS SECTION 15, (i) GLARY POWER MAKES NO EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS WITH RESPECT TO ANY PRODUCT, AND (ii) GLARY POWER EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT WITH REGARD TO THE PRODUCTS. Nothing herein shall be construed to grant any rights or license to use any software or other intellectual property in any manner or for any purpose not expressly permitted by such license agreement. Without in any way limiting the generality of the foregoing:

- 1. Applications Engineering.** Glary Power offers its applications engineering solely as a convenience to Glary Power customers. Glary Power applications engineering personnel strive to provide useful information regarding Products. Glary Power does not guarantee that

any information or recommendation provided is accurate, complete, or correct, and Glary Power shall have no responsibility or liability whatsoever in connection with any information or recommendation provided, or your reliance on such information or recommendation. You are solely responsible for analyzing and determining the appropriateness of any information or recommendation provided by Glary Power or its applications engineering personnel, and any reliance on such information or recommendation is at your sole risk and discretion. Without limiting the generality of the foregoing, any recommended substitutes or cross-references with respect to parts are simply recommendations, and Glary Power does not guarantee that such information or recommendations are accurate, complete or correct.

2. **No Other Warranties.** No employee or agent of Glary Power or any other party is authorized to make any warranty in addition to those made in this Section 15.

**d. Limitation of Liability. IN NO EVENT SHALL GLARY POWER BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS, LOST SAVINGS, OR LOSS OF BUSINESS OPPORTUNITY) ARISING OUT OF OR RELATING TO ANY PRODUCT, EVEN IF GLARY POWEEER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SUBJECT TO THE FOREGOING, IN NO EVENT SHALL THE LIABILITY OF GLARY POWER RELATING IN ANY WAY TO ANY PRODUCT EXCEED THE PURCHASE PRICE FOR THE PRODUCT, REGARDLESS OF THE LEGAL THEORY ASSERTED FOR SUCH LIABILITY, WHETHER IN CONTRACT, TORT, WARRANTY OR OTHERWISE. YOU ACKNOWLEDGE THAT THE AMOUNTS PAYABLE FOR THE PRODUCTS ARE BASED IN PART ON THESE LIMITATIONS, AND YOU FURTHER AGREE THAT THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.**

Some States may not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you, but in any event shall apply to the maximum extent allowed by law.

**16. Indemnification.** You understand and agree that you are personally responsible for your use or inability to use the Products. You agree to indemnify, defend, and hold harmless Glary Power and Glary Power's joint venturers, business partners, licensors, employees, and agents from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, special, consequential, punitive, exemplary, and indirect damages), and reasonable attorneys' fees, resulting from or arising out of your use, misuse, or inability to use the Products, or any violation by you of these Conditions of Order.

**17. Force Majeure.** Glary Power will not be liable for delays in delivery or for failure to perform its obligations due to causes beyond its reasonable control including, but not limited to, product allocations, material shortages, labor disputes, transportation delays, unforeseen circumstances, acts of God, acts or omissions of other parties, acts or omissions of civil or military authorities, Government priorities, fires, strikes, floods, severe weather conditions, computer interruptions, terrorism, epidemics, quarantine restrictions, riots or war. Glary Power's time for delivery or

performance will be extended by the period of such delay or Glary Power may, at its option, cancel any order or remaining part thereof, without liability, by giving notice to you.

**18. Applicable Law; Dispute Resolution; Limitation on Actions.** The laws of Taiwan shall apply to these Conditions of Order, without regard to any conflict of laws provisions. The 1980 United Nations Convention on Contracts for the International Sale of Goods, the United Nations Convention on the Limitation Period in the International Sale of Goods, and the Uniform Computer Information Transactions Act, and any implementations thereof in various jurisdictions and any subsequent revisions thereto, shall not apply to these Conditions of Order. Any controversy or claim arising out of or relating to the Conditions of Order or your purchase or use of Products (a "**Dispute**") shall be settled by arbitration under the rules provided by Taiwan Taichung District Court, and you hereby waive any right you may otherwise have to a jury trial. Any arbitration shall be conducted in Taichung, Taiwan. To the fullest extent permitted by applicable law, no arbitration under these Conditions of Order will be joined to an arbitration involving any other party subject to these Conditions of Order, whether through class arbitration proceedings or otherwise. Judgment on an award rendered by an arbitrator may be entered in any state or federal court within or outside of Taiwan. Notwithstanding the foregoing, in lieu of or addition to any other remedies available to Glary Power, Glary Power may seek injunctive or other relief in any state, federal, or national court of competent jurisdiction for any actual or alleged infringement of Glary Power's or any third party's intellectual property or proprietary rights. You hereby irrevocably consent to non-exclusive jurisdiction and venue of Taiwan Taichung District Court with respect to any such injunctive or other relief. You further acknowledge that Glary Power's rights in its intellectual property are of a special, unique, extraordinary character, giving those rights peculiar value, the unauthorized use, disclosure, or loss of which cannot be readily estimated and may not be adequately compensated for in monetary damages. Any Dispute must be instituted within one (1) year from the date of purchase or provision of the Product at issue except for a Dispute based on breach of warranty which must be instituted within ninety (90) days of the date Glary Power denies a warranty claim under Section 15 of these Conditions of Order.

**20. General Provisions.** These Conditions of Order constitute the entire agreement of the parties with respect to the subject matter hereof. No waiver by Glary Power of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. If any part of the Conditions of Order are determined by a court of competent jurisdiction or arbitrator with jurisdiction over a Dispute to be invalid or unenforceable, it will not impact any other provision of the Conditions of Order, all of which will remain in full force and effect, and such court or arbitrator shall have the authority, if possible, to revise any invalid or unenforceable provision to most accurately reflect the intent of the parties as shown by the original wording of that provision while rendering it valid and enforceable. No rights, duties, agreements or obligations hereunder, may be assigned or transferred by operation of law, merger or otherwise, without the prior written consent of Glary Power. These Conditions of Order and the subject matter that they cover including without limitation the purchase of Products do not create any joint venture, partnership, employment, or agency relationship between you and Glary Power. The obligations, rights, terms and conditions hereof will be binding upon and inure solely to the benefit of the parties hereto and their permitted respective successors and assigns.

**21. Changes to the Conditions of Order.** Glary Power reserves the right to change the terms of these Conditions of Order without notice. You are responsible for reviewing these Conditions of Order prior to your purchasing of Products, and your purchasing of Products after any changes to these Conditions of Order acknowledges your agreement to the then current Conditions of Order. In the event that a change or update is made to these Conditions of Order, the "Date of Last Modification" will be updated accordingly. Notwithstanding any provision of these Conditions of Order to the contrary, Glary Power may make changes to these Conditions of Order in its sole discretion and such changes shall be binding on you and Glary Power.

**Governing Version**

**The English version of these Conditions of Order shall prevail wherever there is a discrepancy between the English version and any other language version.**

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**QUESTIONS OR ADDITIONAL INFORMATION.** If you have questions regarding Conditions of Order or wish to obtain additional information, please send an e-mail to

[tensorc.c@glary.com](mailto:tensorc.c@glary.com)

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