



December 2020

AESG Inc.

Terms and Conditions

DEAD ON ARRIVAL

(DOA) System Failure Out of the Box: AESG Inc. serviced hardware is considered DOA if it shows symptoms of a hardware failure, preventing basic operability, upon its first use out of the box. If you believe that your product is DOA, please call AESG Inc. at 1-757-631-3026 within 30 calendar days of the invoice date. An AESG Inc. Technician will determine whether the product is DOA and will provide the procedure for returning the DOA product. Refurbished Products: If an AESG Inc. Certified Refurbished product is deemed DOA by a AESG Inc. technician within 30 days of the invoice date, the product that you ordered will be repaired and shipped to you at our expense. Service: If a product you have serviced for “Repair Only” by AESG Inc. is deemed DOA by an AESG Inc. technician within 30 days of the invoice date, we will replace only that part which was previously replaced at no charge. Any additional parts that fail would not be covered under warranty and would be subject to a replacement charge.

DOA TERMS AND CONDITIONS

This DOA policy applies only to AESG Inc. serviced hardware and Certified Refurbished products. AESG Inc. reserves the right to determine whether or not this policy applies. If the product is deemed DOA by an AESG Inc. technician more than 30 calendar days after the invoice date, AESG Inc.'s standard product limited warranty will apply. If the product is deemed by an AESG Inc. technician NOT to be DOA, AESG Inc.'s standard repair warranty will apply. AESG Inc. reserves the right to test returned DOA products. If the condition of the product is misrepresented by the customer, AESG Inc. may impose up to 50% of the original agreed amount as a handling fee. Shipping will be arranged at the customer's expense.

PRICES

AESG Inc. endeavors to offer you competitive prices on products, services and selected AESG Inc. Certified Refurbished products. Your total order price will include the price of the repair or product (on the day of shipping) plus any applicable sales tax and shipping charges. AESG Inc. reserves the right to change prices for products and services at any time. AESG will provide an estimate on expected repair costs after an initial evaluation. Should AESG Inc. determine that the cost of repair is significantly greater than the original quote, you will be notified and the option of continuing with a revised quote will be available.

REPAIR LEAD TIME

Repair lead time is the estimated length of time it will take us to evaluate your product, order appropriate spare parts if not already in stock and the actual repair and test time as well as re-package your product. Shipping time is the length of time it will take for the package to travel from our facility to your shipping address. AESG Inc. makes every effort to ship your product according to the estimated lead times provided. The estimated lead times are in business

days (Monday through Friday) excluding Federal Reserve holidays. Lead times will begin the following business day after receiving your product. Although every effort is made to ship your order according to the lead time provided, shipping dates may change due to unforeseen circumstances. If the lead time changes, AESG Inc. will contact you via email and provide a revised shipping estimate. We encourage you to contact AESG Inc. fieldservice@aes-g.com for order status information.

LIMITED REPAIR WARRANTY

AESG Inc. Serviced Products: Repairs performed by AESG Inc. are covered for 90 days including labor for the repair service and replacement parts installed by AESG, Inc. The warranty does not cover component failures within the serviced product not related to the original repair. Upon a failure of a repaired product within the 90 day warranty period, please contact AESG Inc. Technical Support at fieldservice@aes-g.com or phone 1-757-631-3026. AESG Inc.'s Limited Warranty does not apply to products that are not AESG Inc. serviced, even if packaged or sold with AESG Inc. products. Units sent in for Warranty repair with no trouble found after extensive testing will be subject to an evaluation fee as outlined in the Standard Repairs section, Evaluation point #3.

REFURBISHED PRODUCT WARRANTY

All AESG Inc. Certified Refurbished products carry a one year Limited Warranty against part failure and workmanship. Note! A 2 year Limited Warranty is provided at an additional cost or as negotiated with a particular customer. AESG Inc. does not refund or absorb the cost of shipping. Please note that AESG Inc. does not permit the return of or offer refunds if: controllers, robots, pre-aligners and any product with a broken "tamper tag". NOTE: AESG Inc. recommends that you (1) use a carrier that offers shipment tracking for all shipments and (2) use shock and/or tilt watch identifiers (3) insure your package for safe shipment to AESG Inc. and declare the full value of the shipment so that you are completely protected if the shipment is lost or damaged in transit. If you choose not to (1) use a carrier that offers tracking (2) use shock and/or tilt watch identifiers (3) insure or declare the full value of the product, you will be responsible for any loss or damage to the product during shipping. Units sent in for Warranty repair with no trouble found after extensive testing will be subject to an evaluation fee as outlined in the Standard Repairs section, Evaluation point #3.

CUSTOM-CONFIGURED PRODUCT

We are pleased to offer custom-configuration for some robot products, and we encourage you to review your requirements carefully. Once the product is re-configured to your specifications, the order cannot be changed, modified, or canceled.

PAYMENT METHODS

Purchase Order: AESG Inc. will accept a Company Purchase Order with approved credit. Payment terms are NET 30 days unless a prior agreement for different terms has been made. AESG Inc. accepts business checks, cashier's checks, credit cards, money orders or Wire Transfer as valid forms of payment. Approved Purchase Orders should be received by AESG within 30 days of receipt of the Estimate. After 31 days, a 10% storage penalty will be added to the price on the estimate until a PO approval is received by AESG. The storage penalty will increase by 10% each month until a PO is received. If the unit is requested back without repair you will still be subject to the \$750 evaluation fee.

Pre-paid or COD: New customers without a credit history with AESG Inc. will be required to pay prior to shipment with a credit card, cashier's check or money order payable to AESG Inc. and include your invoice number and/or a copy of your order. Please mail your payment to: AESG Inc. 423 S. Lynnhaven Road, Suite 103, Virginia Beach, VA 23452. Please allow 1 business day for order processing after AESG Inc. receives your payment.

PAYMENT TERMS AND CONDITIONS

Payment on invoice is due NET 30 and shall be delinquent thirty-one days from the date of invoice, unless other terms have been negotiated and agreed upon.

- a) Deferred Price Differential – A 5% deferred price differential is charged monthly on all outstanding obligations remaining outstanding and unpaid after ninety days from the date of invoice.
- b) Interest on Delinquency – All past due obligations shall bear interest at the rate of 1.5% per month but in no event more than the maximum amount allowed by law in which event the interest rate shall be the maximum allowed by law.
- c) Jurisdiction – The judicial system of the Seller's address shall be designated as having exclusive jurisdiction of any dispute between Buyer and Seller.
- d) Attorney's Fees – Buyer agrees to pay all costs and reasonable attorney fees incurred in collection of all past due invoices and accounts. Buyer agrees to pay collection costs up to 25% of the sum due to Seller.
- e) Tax – Should any tax be imposed at any time by law, government agency and/or board affect the services billed herein. Buyer agrees to pay such tax in addition to the amount of each invoice.

TAX-EXEMPT ORDERS

If your order is being placed on behalf of a tax-exempt organization or individual, please call AESG Inc. at 1-757-631-3026. Be prepared to provide proof of state tax-exempt status for the state where the product is being shipped. The organization or individual name on the order must exactly match the state tax-exempt certificate. Federal tax exemption certificates are not accepted.

SHIPPING COSTS

AESG Inc. does not absorb the costs of shipping on any product or serviced item to or from our repair facilities. The shipping costs will be the responsibility of the owner. Shipping of contaminated materials is prohibited by federal law and a decontamination certificate must accompany any previously contaminated equipment.

OTHER TERMS AND CONDITIONS

AESG Inc. is not responsible for typographical errors. AESG Inc. reserves the right to change the terms and conditions of any policy at any time. All sales are governed by Virginia law, without giving effect to its conflict of law provisions. No AESG Inc. employee or agent has the authority to vary any of AESG Inc.'s policies or the terms and conditions governing any sale.

HOURS OF OPERATION

AESG Inc. is available to assist you between the hours of 8:30 a.m. and 5 p.m. EST Monday through Friday, at 1-757-631-3026 extension 3#. For product and pricing information please contact Operations Manager Mary Domingo For order status information or other assistance with an order you have already placed, please contact mdomingo@aes-g.com.