

AOFRIO GROUP TERMS AND CONDITIONS OF SALE FOR HARDWARE Version 1 March 2023

[Note: with effect from 1 March 2023 this document replaces the Wellington Drive Technologies Limited Group General Conditions of Sale, Version 19 December 2019]

1. Contract Scope

1.1 This Contract:

- (a) governs the Buyer's purchase of Hardware from AoFrio; and
- (b) comprises:
 - (i) these Terms and Conditions; and
 - (ii) the Commercial Terms, which take precedence over these Terms and Conditions. except where explicitly stated otherwise in these Terms and Conditions.

1.2 Where Buyer places a Purchase Order with AoFrio, that Purchase Order will when accepted by AoFrio in accordance with these Terms and Conditions form the binding agreement (the "**Contract**") between AoFrio and Buyer **PROVIDED THAT** if the parties have signed a written agreement that is expressly stated to govern the Buyer's purchase of Hardware from AoFrio to the exclusion of these Terms and Conditions ("**Master Agreement**") then the provisions of the Master Agreement shall apply in lieu of these Terms and Conditions.

1.3 A Quotation that incorporates these Terms and Conditions by reference shall be deemed to include these Terms and Conditions in full, whether or not AoFrio provides a complete copy of these Terms and Conditions to Buyer with the Quotation, with a Purchase Order acknowledgement, or with an invoice. No proposals, negotiations and representations, if any, made prior to the Contract and no agreement or understanding, oral or written, purporting to amend these Terms and Conditions, or any specific, general or printed conditions referred to or contained in a Purchase Order shall form part of the Contract unless and to the extent expressly agreed by AoFrio in the Commercial Terms. Fulfillment of Buyer's Purchase Order does not constitute acceptance of any of Buyer's terms and conditions and does not modify or amend the Contract.

1.4 By contracting based on these Terms and Conditions, Buyer agrees to the applicability of these Terms and Conditions in respect of future Contracts, even if this is not expressly stated by AoFrio in AoFrio's Quotation, Purchase Order acknowledgement or invoice and even if Buyer's Purchase Orders contain specific, general or printed conditions that are inconsistent with the Contract.



- 1.5 Any advice, recommendation, information, assistance or service relating to the Hardware and their use or application, such as in relation to performance, savings and other benefits, dimensions, capacities, prices, colours and other data contained in catalogues, brochures, circulars, advertisements, illustrations, pricelists and other technical and marketing material of AoFrio shall not take effect as terms of the Contract unless and to the extent expressly agreed by AoFrio in the Commercial Terms.
- 1.6 AoFrio shall be entitled to update and/or amend these Terms and Conditions regularly. Any such changes shall take effect on the earlier of the date that the changes are posted on AoFrio Limited's website, www.aofrio.com/legal (or such other URL AoFrio may provide from time to time) and the date that the changes are notified by AoFrio to Buyer in writing. It is the Buyer's responsibility to ensure that it is familiar with the most recent version of these Terms and Conditions, which will apply to any Purchase Orders placed with AoFrio from the date the version takes effect as described above.
- 1.7 If AoFrio provides Third Party Hardware to Buyer, the relevant third party's terms and conditions of supply ("**Third Party Terms and Conditions**") shall apply regarding those Hardware and shall replace the deviating provisions in these Terms and Conditions, provided that the Third Party Terms and Conditions were made available to Buyer, including by publication on AoFrio's nominated website www.aofrio.com/legal (or such other URL AoFrio may provide from time to time) or by AoFrio notifying Buyer in writing of the existence of the Third Party Terms and Conditions. The Third Party Terms and Conditions shall be available for Buyer's inspection and AoFrio shall send the Third Party Terms and Conditions free of charge to Buyer at its request. If and insofar as the Third Party Terms and Conditions are determined by AoFrio to be inapplicable to the relationship between Buyer and AoFrio for any reason, the provisions of these Terms and Conditions shall, as determined by AoFrio, apply.
- 1.8 **Bundling of Software and Services with Hardware:** AoFrio may agree with Buyer in the Commercial Terms to provide Software and/or Services bundled with Hardware, in which case:
- (a) any such Software and Services shall be provided subject to the AoFrio Group Services Terms and Conditions available at www.aofrio.com/legal (or such other URL AoFrio may provide from time to time) ("**AoFrio Group Services Terms and Conditions**") or other applicable AoFrio provided contract terms (as determined by AoFrio), and not this Contract; and
 - (b) if AoFrio agrees with Buyer that any Software and/or Services are to be made available to Buyer's customers, Buyer must provide the AoFrio Group Services Terms and Conditions or other applicable AoFrio provided contract terms, as directed by AoFrio, to those Buyer customers.
- 1.9 **Definitions:** Defined terms are set out in Clause 12.17 below.



- 1.10 **Incoterms:** Any reference made to trade terms (such as EXW) is deemed to be made to the relevant term of Incoterms 2020 published by the International Chamber of Commerce.
- 1.11 **Headings:** The headings contained in these Terms and Conditions are included for mere convenience of reference and shall not affect their construction or interpretation.
- 1.12 **Limits on Supply:** Subject to the Commercial Terms, AoFrio may, at its sole discretion and judgement, on a case-by-case basis or generally:
- (a) limit the supply and quantities of Hardware to or in any jurisdiction or geographic region;
 - (b) refuse any Purchase Order Buyer places with AoFrio for Hardware, limit or cancel quantities purchased per Purchase Order or require payment terms different to those previously applicable, such as requiring payment in advance. These restrictions may include orders placed by or under the same customer account, the same credit card and/or orders that use the same billing and/or shipping address. If AoFrio makes a change to or cancels an order, AoFrio may attempt to notify Buyer by contacting the email and/or billing address/phone number provided at the time the Purchase Order was made; and
 - (c) limit or prohibit orders that appear to be placed by, or on behalf of, dealers, resellers or distributors that are not authorized by AoFrio.

2. The Hardware

- 2.1 **AoFrio may Change Hardware Specifications:** AoFrio's policy is one of continuous development and consequently the specification for Hardware may vary from time to time. AoFrio reserves the right to change specifications for Hardware without prior notification, except reasonable prior written notice will be provided in the case of any Hardware manufactured with specifications specific to Buyer.
- 2.2 **Buyer Acknowledgements:** Buyer hereby acknowledges and agrees that it shall:
- (a) have satisfied itself before issuing any Purchase Order as to the capacity, quality, effectiveness and performance of the Hardware and their fitness and/or suitability for the purpose(s) for which they are required by Buyer and that in purchasing the Hardware Buyer shall not rely upon any statement, representation, term, condition, or warranty other than those (if any) stated in the Contract;
 - (b) select, install, commission, and maintain Hardware in accordance with all applicable health and safety and other applicable laws and regulations;
 - (c) ensure that Hardware incorporated within or otherwise joined to other components or equipment is so incorporated or joined as to ensure that the Hardware and the final equipment comply in all respects with all applicable health and safety and other applicable laws and regulations; and



- (d) be responsible for determining whether any Firmware upgrade offered by AoFrio meets Buyer's requirements and AoFrio does not accept any responsibility for the suitability of any Firmware upgrade for Buyer's purposes.

2.3 **No Rights to AoFrio Intellectual Property:** Buyer does not acquire any rights to AoFrio Intellectual Property. As between AoFrio and Buyer, AoFrio remains the exclusive owner of any AoFrio Intellectual Property even if created by AoFrio for Buyer and even if paid for by Buyer. Neither Buyer, nor any person claiming rights through Buyer, shall have or derive any right, title or interest to any AoFrio Intellectual Property pursuant to the Contract or the sale or use of the Hardware or Services and any copies thereof shall be promptly returned to AoFrio upon written request from AoFrio. Buyer acknowledges that no license or rights of any sort are granted to Buyer hereunder in respect of any AoFrio Intellectual Property other than the limited right to use Hardware purchased from AoFrio for its intended purpose.

3. ACCEPTANCE, MODIFICATION AND CANCELLATION OF PURCHASE ORDERS

3.1 No Purchase Order from Buyer shall be binding on AoFrio until accepted in writing by AoFrio, and AoFrio shall have no liability to Buyer with respect to Purchase Orders that are not accepted.

3.2 Purchase Orders accepted by AoFrio may not be modified or cancelled by Buyer without the prior written consent of AoFrio. Without limitation, AoFrio may as a condition of its consent to:

- (a) any modification, revise the price and delivery schedule for any modified Purchase Order and charge a documentation fee for each modification; and
- (b) any cancelled (or partially cancelled) Purchase Order, charge the full amount of the invoice in respect of the Purchase Order less a credit for the amount of any costs incurred in connection with such Purchase Order (or partly cancelled Purchase Order) which AoFrio, by the use of commercially reasonable efforts (determined by AoFrio at its sole discretion), is able to mitigate.

4. QUOTATIONS

4.1 **Quotations Valid for Ten Days:** Quotations provided by AoFrio shall, unless withdrawn by AoFrio, be valid for a period of ten (10) days from the date of the Quotation. A Quotation is not an offer to proceed, and Buyer is required to place a Purchase Order with AoFrio using the same reference as on the Quotation.

4.2 **Quotations may be Changed Before Acceptance:** Quotations may be modified or withdrawn by AoFrio at any time before AoFrio's receipt of Buyer's conforming acceptance in writing; provided, however, AoFrio may upon written notice to Buyer correct any errors or omissions made in any Quotation before or after receipt of Buyer's conforming acceptance (whereby, if exercised by AoFrio, AoFrio shall provide Buyer an opportunity to accept or reject AoFrio's corrected Quotation). AoFrio may submit a revised Quotation if part only of the original Quotation becomes the subject of a Purchase Order placed by Buyer with AoFrio.



- 4.3 **Prices in Quotations may Change:** Prices set forth in Quotations are also subject to change in accordance with Clause 6.4 and Clause 6.5.

5. SUPPORT SERVICES

- 5.1 **Provision of Support Services:** AoFrio may offer to Buyer the option to purchase Support Services from AoFrio. AoFrio will perform any Support Services in accordance with good industry practice and in accordance with any specification agreed in the Commercial Terms ("**Services Warranty**"). In performing the Support Services, AoFrio shall only be obliged to follow timely and sensible instructions of Buyer if this has been expressly agreed in writing. AoFrio shall not be required to follow instructions which change or supplement the substance or scope of the agreed Support Services. If, at the request of or with prior consent from Buyer, AoFrio has performed work or rendered other performance which goes beyond the substance or scope of the Support Services, Buyer shall pay for that work or performance at AoFrio's usual rates.
- 5.2 **Completion Times only Estimates:** Buyer acknowledges that:
- (a) agreed dates for completion of the Support Services are estimates only;
 - (b) additional work or performance may affect the agreed or expected time of completion of the Support Services and the mutual responsibilities of Buyer and AoFrio; and
 - (c) the fact that additional time to complete Support Services or additional work is required arises during execution of the Contract shall never be a ground for Buyer to rescind or terminate the Contract.
- 5.3 **No Warranty on Advice and Training:** Any technical or other advice or training furnished by AoFrio to Buyer including with respect to use of the Hardware is given and accepted at Buyer's sole risk and is not warranted by AoFrio, even if charged for by AoFrio.

6. PRICE

- 6.1 **Setting of the Price:** Prices are determined on the following basis:
- (a) all prices are EXW;
 - (b) if no price has been agreed in the Commercial Terms for the Hardware or Support Services, AoFrio's current list price at the time of the acceptance by AoFrio of the Purchase shall apply. In the absence of agreement or such a current list price, the price generally charged for such Hardware or Support Services by AoFrio at the time of delivery to Buyer shall apply, as advised by AoFrio to Buyer;
 - (c) prices include AoFrio's standard packing;



- (d) AoFrio may discontinue any price advances, discounts, extras and other terms and conditions related to price or payment terms without notice; and
 - (e) prices may be based upon the specification and volume of Hardware to be sold as agreed in the Commercial Terms and on the supply, if any, of Software and Services. Any alterations or additions whatsoever will be charged as an extra
- 6.2 **Prices Exclude Duties and Taxes:** The price of the Hardware or Support Services does not include any sales tax, value added tax, goods and services tax or other tax or duty which is levied, assessed or payable in respect of the supply of the Hardware or Support Services or their export from or importation into any jurisdiction. The amount of all such taxes and duties (including any penalties), unless Buyer can demonstrate to AoFrio's satisfaction have been previously paid by Buyer direct to the relevant authority, shall be paid by Buyer to AoFrio on demand in addition to the Price.
- 6.3 **Reimbursement of Costs:** Should AoFrio bear any costs which, according to the Contract, are for Buyer's account (e.g., for transportation or insurance under EXW), such sums shall not be considered as having been included in the price of the Hardware and shall be reimbursed by Buyer on demand.
- 6.4 **AoFrio may Change Price:** AoFrio may change price set forth in the Commercial Terms at any time upon notice to Buyer, except where AoFrio has expressly stated in the Commercial Terms that a price is firm and has expressly stated the period during which the price will be held firm, in which case the price shall remain firm during such period unless Clause 6.5 below applies.
- 6.5 **Material Changes to AoFrio Costs:** In response to the following changes materially increasing AoFrio's costs (as determined by AoFrio in its sole judgement), effective upon notice to Buyer, AoFrio may unilaterally change a price applicable to a Contract, even if the Commercial Terms relating to the Contract specifies that price is firm:
- (a) changes in Buyer's specifications, quantities ordered, shipment arrangements, and any other Buyer requests;
 - (b) changes in freight rates and other transportation related expenses, where AoFrio is responsible for these expenses;
 - (c) changes in rates of currency exchange;
 - (d) changes in applicable laws, including, but not limited to, any imposition or alteration of Government tax or duties;
 - (e) changes in AoFrio's cost of production, such as in the cost and/or availability of raw materials, components, finished Hardware and/or labor; and
 - (f) increased costs caused by a Force Majeure Event.



- 6.6 **Support Services Hours:** Support Services charges are based on normal business hours (8 AM to 5 PM Monday through Friday) in AoFrio's nominated jurisdiction. Support Services provided outside of these hours, if available, will be charged at overtime rates.

7. PAYMENT

- 7.1 **Payment:** If the parties have agreed in the Commercial Terms on payment on open account, the time of payment shall be thirty (30) days from the date of invoice. All amounts due shall be transferred by direct payment into AoFrio's nominated bank account and Buyer shall be deemed to have performed its payment obligations when the respective sums due have been received by AoFrio's bank in immediately available funds. Buyer shall not be entitled to withhold payment or make any deduction or set-off or counterclaim or otherwise from any amount payable to AoFrio, without AoFrio's prior written consent.
- 7.2 **Payment Default:** If Buyer does not pay a sum of money to AoFrio when it falls due, :
- (a) without limiting AoFrio's rights or remedies, those amounts shall accrue late interest from the due date at the rate of 2% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower. Buyer will pay on demand such interest together with all AoFrio's expenses and costs (including legal costs as between lawyer and client) in connection with AoFrio recovering or attempting to recover any overdue amount. This is without prejudice to AoFrio's other rights or remedies in respect of the default; and/or
 - (b) AoFrio may suspend delivery of all Hardware and/or Services to Buyer; and/or
 - (c) AoFrio may require different payment terms (including payment in advance) for future deliveries until all due payments are made; and/or
 - (d) AoFrio may terminate the Contract and all other Contracts between AoFrio and Buyer,
- all the foregoing (a) – (e) being without prejudice to AoFrio's other rights or remedies in respect of Buyer's default.
- 7.3 **Passing of Title to Hardware:** Ownership of Hardware shall pass to Buyer upon the delivery of the Hardware, provided that, subject to applicable law, AoFrio, upon notice to Buyer prior to delivery, may retain ownership of the Hardware until the complete payment of the price and all other moneys payable to AoFrio (whether under the Contract or any other Contract or otherwise) by Buyer and Buyer Affiliates have been paid in full. In the event such notice is given, Buyer shall not permit the Hardware to become subject to any lien, security interest or encumbrance arising through Buyer. Buyer authorises AoFrio to enter any premises to remove the Hardware not paid for in accordance with the Contract. Until ownership passes to Buyer, Buyer shall hold the Hardware as the fiduciary agent and bailee of AoFrio and shall keep the Hardware separate from any other property of Buyer or any other person and properly stored,



protected, and identified as AoFrio's property and insured to its full value against all normal comprehensive risks with AoFrio's interest as owner being noted on the policy.

8. DELIVERY

- 8.1 **Risk of Loss:** All risk of loss, damage or deterioration of, or to, the Hardware shall be borne by Buyer from the time of delivery or deemed delivery of the Hardware in accordance with the Contract.
- 8.2 **Delivery:** Delivery of Hardware shall be EXW unless otherwise agreed in the Commercial Terms. The point of delivery shall be the shipping dock or other point of AoFrio's (or its AoFrio's) factory, warehouse or other facility that AoFrio designates at its discretion as its point of delivery from time to time. Buyer is responsible for filing any documents and taking all other steps required for export from the EXW location and importation into any other jurisdiction.
- 8.3 **Delivery Dates Approximate:** AoFrio shall use reasonable endeavours to supply the Hardware in accordance with the agreed dates for delivery, however, any date or time for delivery of the Hardware shall be approximate only and shall not be deemed to be of the essence. AoFrio shall not be liable for any penalties, damages or loss arising directly or indirectly out of any delay in delivery or non-delivery of the Hardware and Buyer shall not be entitled to terminate or suspend the Contract by reason thereof.
- 8.4 **Buyer Delivery Default:** If Buyer delays, fails, or refuses to take delivery, or indicates to AoFrio that it will delay, fail, or refuse, to take delivery, then the Hardware shall be deemed to have been delivered when AoFrio was willing and able to deliver them, and the Hardware may be stored at Buyer's risk and AoFrio's redocumentation charges and additional transportation or other costs shall be borne by Buyer. If AoFrio is able to store such Hardware in its own facilities, Buyer will pay AoFrio's handling and storage charges for the period of such storage, or, if AoFrio is unable to store such Hardware at its own facility, AoFrio may arrange handling and storage in a suitable warehouse for Buyer at Buyer's expense. In cases where handling and storage become necessary, it shall be Buyer's responsibility to notify AoFrio when shipment is to be made.
- 8.5 **AoFrio may Invoice:** If Buyer is unable to accept or wrongfully rejects delivery of the Hardware at time of delivery or otherwise delays delivery, AoFrio may invoice Buyer for the full purchase price as if delivery had been completed, and such invoice may be issued to Buyer at any time and whether or not shipping documents have been issued.
- 8.6 **Returns:** No Hardware shall be returned to AoFrio without written authorization and shipping instructions first having been obtained from AoFrio.
- 8.7 **Buyer Requested Changes to Shipping Documents:** If Buyer requests changes to the shipping documents AoFrio may charge a redocumentation fee of US\$250 for each change.



9. NON-CONFORMITY OF THE HARDWARE AND SUPPORT SERVICES

- 9.1 **Buyer's Duty to Notify AoFrio of Faults:** Buyer shall examine the Hardware as soon as possible after their arrival at destination and in any event shall notify AoFrio in writing of any lack of conformity of or fault with the Hardware (including any warranty claim) within ten (10) days from the date when Buyer discovers or ought to have discovered the lack of conformity or fault. Buyer shall provide the serial numbers for the relevant Hardware together with such other supporting information as may be reasonably requested by AoFrio.
- 9.2 **Loss or Damage in Transit:** Where under the Contract AoFrio is responsible for transportation, in the event of loss or damage in transit, Buyer must notify both the carrier and AoFrio within three (3) days of receipt of the Hardware stating the nature and extent of the damage or loss. Buyer shall retain any damaged Hardware and any associated packing for examination by AoFrio. AoFrio shall not be liable to Buyer for any loss or damage whatsoever if Buyer fails to notify AoFrio in accordance with this Clause 9.2.
- 9.3 **Hardware Warranty:** AoFrio warrants that on delivery and for the Warranty Period the Hardware shall be free from defects in materials and workmanship in normal use ("**Hardware Warranty**").
- 9.4 **Warranty Exclusions:** The Hardware Warranty shall not apply if any of the following shall apply to the affected Hardware:
- (a) the Hardware is Third Party Hardware (in which case Clause 9.10 shall apply);
 - (b) the fault was caused by normal wear and tear;
 - (c) if, by anyone other than AoFrio, the Hardware has been subjected to damage, abuse, neglect, misuse, misapplication or improper handling, storage, installation, operation, repair or maintenance (including, but not limited to, operation exceeding rated capacity or otherwise not in accordance with instructions, requirements or operating limits or ratings provided by AoFrio, such as IP rating for water ingress);
 - (d) the Hardware has been dismantled, opened, modified or repaired in any way by anyone other than AoFrio;
 - (e) the Hardware has been subjected to power supply which is faulty or otherwise outside the published specifications for the Hardware;
 - (f) the fault was caused by Buyer's or third-party equipment (including software) into which the Hardware has been installed or connected, or any item or component directly or indirectly connected to such equipment;
 - (g) the fault relates to the failure of or any problems or issues with any third party services or software, including any interconnection or interface or data transport problems and issues with or between the Hardware and any third party services or software;



- (h) the fault relates to the failure of or any problems or issues with any AoFrio Software and Services as described in Clause 1.8, including any interconnection or interface or data transport problems and issues with or between the Hardware and any AoFrio Software and Services;
- (i) the fault was caused by a Firmware upgrade to the Hardware outside the Warranty Period;
- (j) the fault was caused by the failure to install a Firmware upgrade made available by AoFrio;
- (k) the fault was caused by wiring installations for the Hardware made by Buyer or third party other than in accordance with wiring parameters provided by AoFrio;
- (l) where the Hardware is supplied as a PCBA without housing, the fault was caused by moisture damage or foreign object contamination, unless it can be shown that the fault was due to manufacturing defects in conformal coating or encapsulation;
- (m) the fault relates to a design or specification provided by Buyer to AoFrio, including, without limitation, a Buyer-set or Buyer-specified software configuration or manufacturing specification or requirement;
- (n) the nonconformity is a minor discrepancy which is usual in the particular trade or through the course of dealing between the parties; or
- (o) the faulty Hardware was not properly returned to AoFrio for adjudication in accordance with the Contract.

9.5 Remedy for Breach of Hardware Warranty: If any defect or fault is alleged in Hardware which is found to constitute a breach of the Hardware Warranty, and provided Buyer has complied with Buyer's obligations in Clause 9.6 and having given notice of the lack of conformity in compliance with Clause 9.6, does not elect to retain that Hardware, AoFrio shall, subject to Clause 9.8, and at AoFrio's option:

- (a) replace the Hardware with a conforming Hardware on a "parts only" basis, without any additional expense to Buyer; or
- (b) repair the Hardware, including, where applicable, provide or make available a conforming Firmware update, without any additional expense to Buyer; or
- (c) refund the amount of the price paid for the non-conforming Hardware or at AoFrio's option credit that amount to Buyer's account held by AoFrio to be used against other amounts payable to AoFrio, and thereby terminate the Contract as regards that Hardware; and
- (d) in the case of replaced or repaired Hardware or parts of Hardware, the Warranty Period shall expire upon expiration of the Warranty Period applicable to the Hardware originally supplied by AoFrio.



9.6 **Warranty Conditions:** AoFrio's obligation to provide the remedy in Clause 9.5 is conditional on Buyer:

- (a) notifying AoFrio in writing of the warranty claim in accordance with Clause 9.1;
- (b) complying with AoFrio's warranty claim procedures as advised in writing to Buyer;
- (c) if requested by AoFrio, storing the non-conforming Hardware for not less than thirty (30) days; and
- (d) if requested by AoFrio, delivering to or making the non-conforming Hardware available in a central location for collection by AoFrio.

9.7 **No Fault Found:** If Hardware returned under warranty is diagnosed and verified by AoFrio as no fault found or is deemed to be excluded from the scope of the Hardware Warranty due to one of the exceptions in Clause 9.4 above, then the item may be returned to Buyer at Buyer's cost and the costs and expenses incurred during the investigation of the Hardware may be charged to Buyer at AoFrio's standard charges for such work.

9.8 **Exclusive Remedies:** The remedies in Clause 9.5 are Buyer's exclusive remedies for nonconformity of the Hardware. Without limitation:

- (a) AoFrio shall not be liable for:
 - (i) shipping expenses to and from AoFrio's office, factory, warehouse, authorized service center or other destination designated by AoFrio for repair or replacement of defective Hardware or any tax, duty, custom, inspection or testing fee, or any other charge; or
 - (ii) costs of removing defective Hardware from, and/or disassembling, equipment in which Hardware are assembled or reinstalling Hardware and/or reassembling such equipment, or testing repaired or replaced Hardware and/or the equipment; or
 - (iii) Hardware recall costs, such as field service travel and living costs and expenses including all associated labour costs required to replace or repair faulty Hardware, and government and regulatory charges, fines and penalties; and
- (b) Buyer shall not be entitled to exercise any of the remedies in Clause 9.5 in relation to any individual item of Hardware which has the same specification, or which is the same type, as an item of Hardware which has been found to be in breach of the Hardware Warranty ("affected Hardware") unless the individual item of Hardware is proven to display the same fault as the affected Hardware.



- 9.9 **Software Provided by AoFrio:** Any Software provided under this Contract is provided by AoFrio without any warranty and on an “as is” basis. Warranty provisions relating to Software, if any, shall be contained in the AoFrio Group Services Terms and Conditions available at www.aofrio.com/legal (or such other URL AoFrio may provide from time to time) or other applicable AoFrio provided contract terms (as determined by AoFrio).
- 9.10 **Third Party Hardware Not Warranted by AoFrio:** For Third Party Hardware provided by AoFrio, AoFrio may assign to Buyer the written warranty, if any, of the manufacturer, if assignment is reasonably practicable; however, AoFrio does not adopt or guarantee or represent that the manufacturer will comply with any of the terms of the warranty of such manufacturer. In no event shall AoFrio have any liability for or in respect of Third Party Hardware, even if recommended by AoFrio.
- 9.11 **Remedies for Faulty Support Services:** If any Support Services paid for by Buyer are found to be in breach of the Services Warranty during the applicable Warranty Period for Services, AoFrio shall at its option (and as Buyer’s exclusive remedy) either:
- (a) reperform the Support Services or affected part of the Support Services, or
 - (b) refund to Buyer the price paid for the non-conforming Support Services or affected part of the Support Services and thereby terminate the Contract as regards those Support Services.

10. LIMITATIONS OF REMEDY AND LIABILITY

- 10.1 **Claims Must be Made Within Warranty Period:** No claim may be made, or action for breach of warranty or other lack of conformity taken by Buyer, whether before judicial or arbitral tribunals, after the expiry of the relevant Warranty Period for the Hardware and/or Support Services.
- 10.2 **Warranties are Exclusive:** The warranty provisions in Section 9 and Clauses 5.1 and 11.1 are, to the fullest extent permitted by law, in lieu of all other express and implied warranties, implied by statute or common law, operation of law or otherwise (including, without limitation, the implied warranties of merchantability and fitness for a particular purpose, whether or not the purpose or use has been disclosed to AoFrio in specifications, drawings, or otherwise and whether or not AoFrio's Hardware are specifically designed and/or manufactured by AoFrio for Buyer's use or purpose) and accordingly, no such other express or implied warranties shall apply to or form part of the Contract.
- 10.3 **Warranties Given to Buyer Only:** The warranties in the Contract are provided to Buyer only, and Buyer shall manage all warranty and other claims from third parties relating to the Hardware and Support Services, including Buyer’s customers and users of the Hardware. Buyer shall indemnify and hold AoFrio harmless in respect of any claims (and associated costs, including legal attorney costs) made by third parties that acquire or use Hardware supplied by AoFrio to Buyer, including Third Party Hardware, or in relation to Support Services.

- 10.4 **Limits of Liability:** TO THE MAXIMUM EXTENT PERMITTED BY LAW:



- (a) ALL LIABILITY OF AOFRIO NOT EXPRESSLY SET OUT IN THE CONTRACT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY, STRICT LIABILITY, INTELLECTUAL PROPERTY OR OTHERWISE, IS EXPRESSLY EXCLUDED;
 - (b) AOFRIO WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL LOSS SUFFERED BY BUYER OR ANY OTHER PERSON IN CONNECTION WITH THE CONTRACT OR ANY OF THE HARDWARE OR SUPPORT SERVICES SUPPLIED UNDER THE CONTRACT;
 - (c) THE MAXIMUM LIABILITY OF AOFRIO IN THE AGGREGATE FOR ANY CLAIMS UNDER OR IN CONNECTION WITH THE CONTRACT OR THE HARDWARE SUPPLIED UNDER OR IN CONNECTION WITH THE CONTRACT, INCLUDING IN RESPECT OF WARRANTY CLAIMS, SHALL BE THE PRICE PAID TO AOFRIO FOR THE RELEVANT HARDWARE, OR, IF THE CLAIM RELATES TO SUPPORT SERVICES, THE PRICE PAID FOR SUCH SUPPORT SERVICES; AND
 - (d) IN ANY EVENT, AOFRIO'S MAXIMUM AGGREGATE LIABILITY FOR AND IN CONNECTION WITH EACH CLAIM SHALL BE SUBJECT TO A CAP OF THE LESSER OF (A) THE AMOUNT PAID UNDER THE CONTRACT AND (B) US\$100,000, LESS THE AGGREGATE AMOUNT OF ALL PRIOR CLAIMS, INCLUDING WARRANTY CLAIMS, UNDER OR IN CONNECTION WITH ALL CURRENT AND PRIOR CONTRACTS BETWEEN AOFRIO AND BUYER INCLUDING ANY OF THEIR RESPECTIVE AFFILIATES.
- 10.5 **Exclusions and Limits are Reasonable:** By entering the Contract, Buyer accepts the exclusions from and the limitations on AoFrio's liability contained in the Contract as being fair and reasonable in the circumstances. The limitations of this Section 10 shall apply regardless of whether a claim is based in contract, tort (including negligence), warranty, strict liability, intellectual property, or otherwise, and shall take precedence over any conflicting terms and conditions, except where the limitations of liability of such conflicting terms limit AoFrio's liability further.
- 10.6 **Property Damage, Death, Personal Injury and Fraud:** Nothing in the Contract limits any liability which cannot be limited by law. The limitations and exclusions set forth in this Section 10 shall not (a) apply to limit any liability arising in connection with property damage and death or personal injury resulting from AoFrio's negligence or (b) apply to limit liability caused by AoFrio's proven fraud.

11. INTELLECTUAL PROPERTY

- 11.1 **Patent Infringement:** Subject to Clause 11.2, AoFrio warrants that, to the best of its knowledge, Hardware shall be delivered free of any rightful claim of any third party not affiliated with Buyer for infringement of any patent granted in the United States. AoFrio will, at its own expense, defend or settle any suits that may be instituted against Buyer for alleged infringement by the Hardware of any United States patent provided that: (a) such alleged infringement consists of the use of the Hardware for (i) any of the purposes for which Buyer informed AoFrio such



Hardware would be used, or (ii) if Buyer did not so inform AoFrio, any of the purposes for which AoFrio reasonably believed such Hardware would be used; (b) Buyer shall have made all payments for such Hardware then due hereunder; (c) Buyer shall have given AoFrio immediate notice in writing of any such suit and transmit to AoFrio immediately upon receipt of all processes and papers served upon Buyer; (d) Buyer does not take any position adverse to AoFrio in connection with such claim; and (e) Buyer shall permit AoFrio through AoFrio's counsel, either in the name of Buyer or in the name of AoFrio, to defend such suit(s) and give all needed information, assistance and authority to enable AoFrio to do so. As a separate and independent obligation, Buyer shall provide all such information (including documentation) and reasonable assistance as AoFrio may request at any time(s) in connection with any such actual or threatened suit.

11.2 Warranty Exclusions: The warranty in Clause 11.1 shall not apply:

- (a) in relation to Hardware which when supplied by AoFrio were intended by AoFrio for use in jurisdictions outside of the United States;
- (b) to claims of infringement of any patents covering the use of the Hardware in combination with other goods or materials not furnished by AoFrio;
- (c) to any method or process in which any Hardware supplied hereunder may be used;
- (d) to any patent right infringement arising from compliance with Buyer's design, specification, drawing, operating settings or configurations except to the extent that the infringement arises from the manufacturing process employed by AoFrio (provided Buyer has not specified such process); or
- (e) to any infringement arising from or relating to Third Party Hardware.

11.3 Remedies: In case of a final award of damages in any such suit described in Clause 11.1, AoFrio will pay such award but will not be responsible for any compromise or settlement made without its written consent. In case the Hardware itself is in such suit held to infringe any valid patent issued in the United States, and its use is enjoined, or in the event of a settlement or compromise approved by AoFrio which shall preclude future use of the Hardware, AoFrio shall, at its own expense and at its sole option, either: (a) procure rights to continue using such Hardware; (b) modify the Hardware to render it non-infringing; (c) replace the Hardware with a non-infringing Hardware; or (d) refund the purchase price paid by Buyer for the Hardware after return of the Hardware to AoFrio (less reasonable depreciation for any period of use).

11.4 Entire Liability: The foregoing Clauses 11.1, 11.2 and 11.3 state the entire liability of AoFrio for intellectual property infringement.

11.5 Buyer must Defend AoFrio: Buyer, at its own expense, shall defend AoFrio against, and/or settle, (a) any patent, trademark, copyright, or other intellectual property infringement claim relating to a Hardware supplied by AoFrio to Buyer



manufactured in accordance with designs, specifications, drawings, descriptions or instructions proposed or furnished by Buyer; and (b) any claim against AoFrio of contributory infringement resulting from the use or resale (including as a component of equipment) by Buyer of Hardware. Buyer shall indemnify AoFrio for any award against AoFrio or settlement by AoFrio regarding any such claims and for attorneys' fees and defense costs incurred in defense of such claims.

- 11.6 **Buyer's Suggestions:** Buyer may, with or without a request from AoFrio, choose to submit ideas, feedback, submissions, comments, feedback or suggestions to AoFrio in relation to the Hardware, Software and Services or Support Services ("**Suggestions**"). Buyer warrants, acknowledges and agrees that any Suggestions do not violate any third party's confidential or proprietary information. Buyer may not use a false email address or identity or otherwise mislead AoFrio or third parties as to the origin of any Suggestions. Buyer grants, and warrants that it has the right to grant, AoFrio a perpetual, irrevocable, worldwide, transferable, sub-licensable and non-exclusive right to use, share, commercialise and otherwise exploit Suggestions in any way for any purpose, at no charge and free of any obligation to Buyer or anyone else.

12. MISCELLANEOUS TERMS

- 12.1 **Termination of Contract:** Without prejudice to any other right or remedy it may have, whether under the Contract, at law, or otherwise, AoFrio may terminate the Contract by written notice to Buyer if: (a) Buyer breaches any material obligation of Buyer under the Contract or any other Contract with AoFrio; (b) Buyer commits an act of bankruptcy, enters into any composition or arrangements with its creditors, or does any act which renders it liable to be wound up; or (c) a resolution is passed or proceedings are commenced for Buyer's winding up; or (d) any amount payable by Buyer to AoFrio is overdue; or (e) a receiver or administrator or similar official is appointed in respect of all or any of Buyer's assets; or (f) any of the foregoing events occurs in relation to an Affiliate of Buyer; or (g) any event similar to any of the foregoing occurs under the laws of the jurisdiction of Buyer or Buyer's Affiliate, in which event all amounts owing to AoFrio, whether due for payment or not, will immediately become due and payable. Termination of the Contract shall not affect any provision of the Contract which is intended to continue after termination and shall also be without prejudice to any claim by either party against the other arising out of any breach or non-performance by that other party of any obligations assumed by, or imposed on, that other party under the Contract at any time prior to termination, but subject always to the limits on liability contained in the Contract.
- 12.2 **High Risk Applications:** HARDWARE IS NOT INTENDED FOR USE IN CONNECTION WITH ANY HIGH-RISK APPLICATION. BUYER SHALL NOT USE OR PERMIT OTHERS TO USE HARDWARE FOR SUCH HIGH-RISK APPLICATIONS WITHOUT AOFRIO'S PRIOR WRITTEN CONSENT. IF USED WITHOUT AOFRIO'S PRIOR WRITTEN CONSENT, AOFRIO DISCLAIMS ALL LIABILITY FOR ANY DAMAGE, INJURY OR CONTAMINATION, AND BUYER SHALL INDEMNIFY AND HOLD AOFRIO HARMLESS FROM AND AGAINST ANY SUCH LIABILITY. AOFRIO'S CONSENT, IF ANY, WILL BE CONDITIONED ON ADDITIONAL TERMS AND CONDITIONS ACCEPTABLE TO AOFRIO
- 12.3 **Assignment:** Buyer may not assign all or any of its rights or obligations under the Contract without the prior written consent of AoFrio. AoFrio may, without the necessity



of obtaining Buyer's prior written consent, assign the Contract or subcontract the production of all or any portion of the Hardware and/or performance of all or any portion of the Support Services. AoFrio has the right to determine which of AoFrio's or AoFrio's contractor manufacturing facilities manufacture the Hardware or provide the Support Services.

- 12.4 **Waiver:** No waiver of any breach or failure to enforce any provision of the Contract at any time by AoFrio shall in any way limit the right of AoFrio thereafter to enforce and compel strict compliance with the provisions of the Contract.
- 12.5 **Independent Contractors:** AoFrio and Buyer are independent contractors, and the relationship created hereby shall not be deemed to be that of principal or agent. No sale to or obligation of either party towards a third party shall in any way bind the other party.
- 12.6 **Confidentiality:** All information furnished or made available by a party ("**Disclosing Party**") to the other party ("**Receiving Party**") in connection with the Contract that has been identified as confidential by the Disclosing party or which would be regarded as confidential by a reasonable person ("**Confidential Information**") shall be held in confidence by the Receiving Party using no less than the standard of care that the Receiving Party uses for its own confidential information. The Receiving Party may not use such information or disclose such Confidential Information to others without the Disclosing Party's prior written consent, provided that the Receiving Party may disclose Confidential Information to its directors, officers, employees, advisers, contractors or anyone else acting for the Receiving Party ("**Representatives**") on a "need to know" basis. The Receiving Party agrees that it will be liable for any breach of this Clause 12.6 by its Representatives. The obligations in this Clause 12.6 shall survive the termination of the Contract but shall not apply to any information which the Receiving Party can show by written records was: (a) at the time of disclosure, or thereafter becomes, generally available to the public by publication or otherwise through no breach by the Receiving Party of any obligation herein; (b) in the Receiving Party's possession prior to disclosure by the Disclosing Party; (c) legally made available to the Receiving Party by or through a third party having no direct or indirect confidentiality obligation to the Disclosing Party with respect to such information; (d) independently developed by the Receiving Party without reference to the information; or (e) legally required to be disclosed by the Receiving Party in the course of any legal proceedings or by any governmental or other authority or regulatory body provided prior notice thereof was provided to the Disclosing Party where legally possible.
- 12.7 **Compliance with Export/Import Laws:** Buyer agrees that Hardware will not be shipped, transferred, or exported into any country or used in any manner prohibited by the United States Export Administration Act or any other export laws, restrictions or regulations of any other jurisdiction (collectively the "**Export Laws**"). In addition, if the Hardware is identified as export controlled items under the Export Laws, Buyer represents and warrants that it is not located within, or exporting any Hardware to, an embargoed nation and that Buyer is not otherwise prohibited under the Export Laws from receiving the Hardware. All rights to use Hardware under the Contract are granted on condition that such rights are forfeited if Buyer fails to comply with this Clause 12.7.



In addition, Buyer is responsible for complying with any local laws which may impact Buyer's right to import, export or use the Hardware.

- 12.8 Governing Law and Courts:** Any questions relating to the Contract which are not expressly or implicitly settled by the provisions contained in the Contract itself (i.e., these Terms and Conditions and the Commercial Terms) shall be governed by reference to the law of New Zealand without giving effect to any choice or conflict of law provision or rule. Any dispute arising out of, under or in connection with the Contract, including any question regarding its existence, validity or interpretation, and including non-contractual disputes or claims, shall be referred to and shall be finally resolved by the Courts of New Zealand. The United Nations Convention on the International Sale of Goods shall not apply to the Contract. Nothing in this Clause 12.8 above shall limit the right of the AoFrio to apply to any other court of competent jurisdiction for a temporary restraining order, preliminary or permanent injunction or other relief.
- 12.9 Notices:** Any notice required or permitted under the Contract shall be given in writing. Notices shall be sent by (a) AoFrio to Buyer by email to Buyer's email address on record in AoFrio's account information and by Buyer to AoFrio to the email address provided to Buyer by AoFrio specifically for this purpose. Any email will be deemed to have been received by the recipient when emailed on the business day in the jurisdiction of the recipient party, or, if emailed on a non-business day or outside normal office hours in that jurisdiction, on the next business day after the date of dispatch unless the sender has been notified to the contrary (for example, by receiving notice of failure or delay in the delivery of an email); or (b) facsimile transmission to the last known business facsimile number of the recipient provided by the recipient for the purposes of such communication which shall be deemed to be received by the recipient when faxed on the business day in the jurisdiction of the recipient party, or, if dispatched on a non-business day or outside normal office hours in that jurisdiction, on the next business day after the date of dispatch; or (c) personal delivery when left at the place of business of the recipient party.
- 12.10 Force Majeure:** AoFrio shall not be deemed in breach of the Contract or be liable to Buyer in any way (whether for any ordinary, incidental, or Consequential Loss or damage or otherwise) as a result of AoFrio's delay in or failure of delivery or performance due to an event of Force Majeure. Should a Force Majeure event occur, AoFrio, at its option, may terminate Buyer's order with respect to any undelivered Hardware or incomplete Services or extend the delivery date for a period equal to the time lost because of delay. Notice of such election shall be given promptly to Buyer. In the event AoFrio elects to so terminate the Contract, AoFrio shall be released of and from all liability for failure to deliver the Hardware or to perform the Services, including, but not limited to, any and all claims on behalf of Buyer for Consequential Loss, or any other claim of any nature which Buyer might have. If AoFrio determines that its ability to meet the demand for Hardware is hindered, limited or made impracticable due to an event of Force Majeure, AoFrio may allocate its available supply of Hardware (without obligation to acquire additional or other supplies of any such Hardware) among itself and its customers on such basis as AoFrio determines to be equitable without liability for any failure of performance which may result therefrom. AoFrio is not required to address any such failure or delay by incurring material additional expenditure or by departing from its normal practices.



- 12.11 AoFrio Affiliates:** AoFrio may provide the Hardware to Buyer by one or more AoFrio Affiliates. For this reason, the rights, warranties, covenants, acknowledgments and undertakings set out in the Contract are given for the benefit of AoFrio and for any and all Affiliates of AoFrio and accordingly are enforceable by AoFrio or any such Affiliate on behalf of itself and on behalf of each other. Buyer agrees that an Affiliate of AoFrio may invoice Buyer for the Hardware and Support Services supplied under the Contract.
- 12.12 Credit Enquiries:** Buyer authorizes AoFrio to make credit and other enquiries about Buyer and to obtain and disclose information about Buyer provided that any such information obtained, used and disclosed is confined to that reasonably required by AoFrio for the purpose of establishing and maintaining the relationship between Buyer and AoFrio. Buyer authorizes any person to provide AoFrio with such information as AoFrio may require in response to its credit or other enquiries and the entry into of the Contract or any other agreement now or in the future by Buyer shall be sufficient authority to such person to provide the information to AoFrio.
- 12.13 Data Privacy:** Personal data of individual contacts of Buyer such as name and business contact details may be processed and stored globally outside of Buyer's country by AoFrio, its Affiliates or authorized third party providers. AoFrio will use personal data to perform its contractual obligations (such as administration of customer relations and of payment transactions), to analyze and improve its Hardware and services, and/or to send information on Hardware, services and events of AoFrio to contact persons of Buyer. Where consent is required by law, Buyer hereby agrees to the personal data being used and transferred as described above and acknowledges that personal data will be subject to the foreign law of the country where it is being held/server is located. AoFrio will use adequate contractual and technical mechanisms to protect personal data. AoFrio will keep personal data for the duration of the contractual relationship, subject to any rights of any natural person to have the right to access, rectify, inquire about or object to the processing of personal data.
- 12.14 Anti-corruption:** Each party agrees that it will not engage in any activity that would expose the other party to a risk of penalties under laws and regulations of any relevant jurisdiction prohibiting improper payments, including but not limited to bribes, to officials of any government or of any agency, instrumentality or political subdivision thereof, to political parties or political party officials or candidates for public office, or to any employee of any customer or AoFrio. AoFrio and Buyer agree to comply with all relevant legal compliance requirements.
- 12.15 Entire Agreement:** The Contract constitutes the entire agreement between the parties and supersedes all prior discussions and correspondence between AoFrio and Buyer in relation to the subject matter of the Contract, and supersedes and extinguishes all prior agreements, correspondence, discussions and understandings of AoFrio and Buyer (whether oral or written) relating to its subject matter.
- 12.16 Language of the Contract:** In the event this Agreement is translated into a different language, the English version shall be the official, governing, version.
- 12.17 Defined Terms:** Unless the context otherwise requires:



"Affiliate" means, with respect to a specified person, another person that directly or indirectly controls or is controlled by or is under common control with the person specified.

"AoFrio" means the AoFrio entity (whether AoFrio Limited or an Affiliate of AoFrio Limited) supplying Hardware and/or providing Services under the Contract.

"AoFrio Group Services Terms and Conditions" has the meaning in Clause 1.8 (a).

"AoFrio Intellectual Property" means all drawings, know-how, designs, specifications, inventions, devices, developments, processes, engineering instructions, software, copyrights, trademarks, patents and applications therefore, Hardware samples, written data, information or intellectual property used, made, conceived, developed or acquired by AoFrio in connection with the Contract (whether or not disclosed or otherwise provided to Buyer by AoFrio and whether or not paid for by Buyer) and all rights therein.

"AoFrio Software and Services" means any software (excluding Firmware) and/or services supplied by AoFrio with Hardware, such as, by way of example, software programming tools, diagnostic interface tools and desktop and mobile applications, and AoFrio services including SCS™ Connect System, Connect™ SCS, Connect™ Click, Connect™ Monitor and Connect™ Network Pro™ services including any of their components.

"Buyer" means the legal entity to which AoFrio is selling Hardware and/or Support Services under a Contract, and may, where agreed by AoFrio in the Commercial Terms, include Buyer Affiliates.

"Commercial Terms" means the specific terms and conditions of sale, such as the description of the Hardware and/or Support Services, their quantity, pricing and delivery details and/or other terms and conditions (in addition to or different from these Terms and Conditions, but excluding the terms and conditions of any Master Agreement) which have been agreed in writing by AoFrio and Buyer and signed by an authorized representative of AoFrio and includes the contents of a Quotation (if one has been issued by AoFrio), any Purchase Order acknowledgement (if one has been issued by AoFrio), and Buyer's Purchase Order (except to the extent that Buyer's Purchase Order conflicts with these Terms and Conditions, the Quotation, the Purchase Order acknowledgement or any previously agreed Commercial Terms).

"Consequential Loss" means lost profits or revenues or savings, loss of use of the Hardware or any equipment or systems, cost of capital, cost of substitute Hardware, cost or loss of facilities or services, claims against Buyer by third parties including customers and users of the Hardware or Support Services, business interruption, downtime, shutdown, or slowdown costs, reputational damages, special or punitive damages, penalties and fines and any other types of economic loss.

"Contract" has the meaning in Clause 1.2.



"Firmware" means software embedded in Hardware by AoFrio in order to make it run properly.

"Force Majeure Event" means all circumstances beyond the reasonable control of the Party concerned, including acts of God, earthquake, flood, storm, lightning, fire, explosion, war (whether declared or not), terrorism, riot, civil disturbance, sabotage, strike, lockout, slowdown, labour disturbances, accident, pandemic (including lock downs), epidemic, difficulties to obtain required materials or labour, lack of or failing transportation, breakdown of plant or essential machinery, emergency repair or maintenance, cyber-attack, breakdown of public utilities, changes of law, statutes, regulations or any other legislative measures, acts of governments, supranational organizations or other administrative or public agencies, orders or decrees of any court, acts of third parties, delay in delivery or an inability to obtain or retain necessary authorizations or permits and includes any of the foregoing affecting AoFrio's suppliers.

"Hardware" means the equipment, parts, materials, supplies and other goods that AoFrio has agreed to supply under the Contract.

"Hardware Warranty" has the meaning in Clause 9.3.

"High Risk Application" means any nuclear facility or activity, critical safety or storage system, medical device and equipment used in medical applications, military device or other high-risk applications.

"Master Agreement" has the meaning in Clause 1.2.

"Purchase Order" means a written order from Buyer to AoFrio for the supply of Hardware and/or Support Services by AoFrio to Buyer and includes the acceptance of a Quotation.

"Quotation" means AoFrio's statement identifying the Hardware and/or Support Services, together with any quantity, price, delivery schedule, and/or other terms and conditions (in addition to or different from these Terms and Conditions), offered by AoFrio for supply to Buyer.

"Support Services Warranty" has the meaning in Clause 5.1.

"Support Services" means the Hardware support services that AoFrio has agreed to provide under the Contract in connection with Hardware, such as, by way of example and not limitation, trialing Hardware for Buyer, helpdesk support, consultancy, technical support, testing, integration, and maintenance services, but for the avoidance of doubt excludes any services provided by AoFrio under any AoFrio Group Services Terms and Conditions.

"Terms and Conditions" means these Terms and Conditions of Sale for Hardware.

"Third Party Hardware" means Hardware provided by AoFrio that are not AoFrio manufactured or branded Hardware.



“Third Party Terms and Conditions” has the meaning in Clause 1.7 and includes any warranty terms on Hardware supplied by the third party referred to in Clause 9.10.

“Warranty Period” means:

- (a) twelve (12) months from date of delivery in relation to Hardware (other than Third Party Hardware); and
- (b) in the case of Support Services, three (3) months from the date of completion of the Support Services by AoFrio.