

General Terms And Conditions Of Sales



Released by: Soon Industrial Co., Ltd.

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1 General Information

Soon Industrial Co., Ltd. and its associates provide their services and products to Customers who subject to the following conditions. The following terms and conditions shall apply in all sales, unless otherwise agreed with writing which agreed by both parties. Please read them carefully.

2 Specifications

Soon Industrial Co., Ltd. and its associates attempt to be as accurate as possible. However, Soon Industrial Co., Ltd. does not warrant that product descriptions or other content of this site is accurate, complete, reliable, current, or error-free. If a product offered by Soon Industrial Co., Ltd. itself is not as described, your sole remedy is to return it in unused condition.

3 Offers/ Quotes

The offers made by Soon Industrial Co., Ltd. to Customers are effective for a maximum period of 30 (thirty) days or wrote on the quotation list. The offers are formalized provided through email, letter by our formal employees.

4 Orders

- 4.1 Purchase orders signed by Customers and addressed to Soon Industrial Co., Ltd.. within the effective period of it's offers. The order will be considered finalized.
- 4.2 If customers cancels any order, we reserve the right to claim the cost of the works already done.
- 4.3 The trade terms, transaction currency, lead time, method of payment, shipment and warranty should be written on the terms and conditions of each formalized purchase order.
- 4.4 If the details which listed in Clause 4.3 is not been confirmed on the formal order, it will be seen to following the terms describe in this "General Terms And Conditions Of Sales" document.

5 Delivery And Shipping

- 5.1 All orders are accepted on an ex-works basis. All shipping cost will be charged to the Customer, unless agreed otherwise in writing by Soon Industrial Co., Ltd..
- 5.2 The delivering period mentioned on the purchase order is only an estimation provided by carriers. The real delivery time will be depending on the custom pressure in each country, weather or any postpone cause by the carriers.
- 5.3 The custom should be pay by the Customers. Customers should check the custom by themselves before and after placing former order.
- 5.4 Soon Industrial Co., Ltd. shall not be liable for any damages or otherwise for any loss occasioned during the delivery. Customers shall not cancel orders because of delay, missing, or lose.
- 5.5 Notice of any damage, non-delivery or loss must given by the Customers within 14 (fourteen) days of making claim to carriers. Customers should reserve any evidence, photo, receipt for claiming compensation from carriers.

6 Prices

- 6.1 All prices list provided by Soon Industrial Co., Ltd. are confidential between two parties.
- 6.2 The price list is including normal packaging, and excluding the shipping cost. If the products need to be specially package, Soon Industrial shall charge additional fee to customers.

7 Payment Terms

- 7.1 All orders should make 100% deposit before the production.
- 7.2 The payments could be made through following methods, which agreement by both parties and wrote in formal purchase order:
 - 7.2.1 Telegraphic Transfer (T/T)
 - 7.2.2 PayPal
 - 7.2.3 Soon Industrial Co., Ltd. Online Store on the website of <http://www.soonkst.com> .

8 Returns And Complaints

- 8.1 Any complaints referring to either the quantity or the quality of

the delivered products must be made in within 8 (eight) days after receiving the products.

- 8.2 Returns which is made as a result of Soon Industrial Co., Ltd. error, will be accepted at our discretion. Soon Industrial Co., Ltd. will provide 1 to 1 complaint for customers or make a deduction on next order.
- 8.3 Returns which is made as a result of customers, including ordered wrong specifications, quantity, style, etc. After noticing and accept by Soon Industrial Co., Ltd., customer shall delivery back the products within 8 (eight) days after receiving the package. The returning should be well re-package with all assemblies, unused, no defects. Soon Industrial Co., Ltd. will make refund after receiving and inspecting the returned products. There will be 30% restock charge on customers.

9 Warranty

- 9.1 The Warranty is limited to the repair or replacement of product parts that Soon Industrial Co., Ltd. acknowledges as defective, through equivalent re-manufactured Products.
- 9.2 The Warranty for KST Series Linear Actuators is 24 (twenty four) months from the day of dispatch. The Warranty for Actuator Controller System and other assemblies is 12 (twelve) months.
- 9.3 The Warranty does not cover following situations: defects caused by fair wear and tear, inadequate or abnormal use, damage caused by carriers, installed our products on defeats windows or electrical system, carelessness of workman or customer, incorrect use or installation, the use of non-original spare part, actuators, and controller.
- 9.4 Customer shall doing the product/ system maintenance at least every six months.
- 9.5 Implementation terms: If customer find out any defect which is not cause under the situation from Clause 9.3 and 9.4. Customers shall exercise their right within 14 days after finding out the defect. And providing evidence of defect by videos, photos, or other methods and showing the copy of the purchase document/ invoice to Soon Industrial Co., Ltd. through email or letter. After accept and confirm by Soon Industrial Co., Ltd., we will send new complaints to customers.

9.6 The Warranty is not including for indirect damage, loss of profits, loss of productions, people injury or death resulting from negligence.

10 Trade Marks And Copyright

10.1 Trade Marks

Soon Industrial Co., Ltd.'s trademarks and trade dress may not be used in connection with any product or service that is not Soon Industrial Co., Ltd.'s, in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits Soon Industrial Co., Ltd.. All other trademarks not owned by Soon Industrial Co., Ltd. or its subsidiaries that appear on this site are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by Soon Industrial Co., Ltd. or its subsidiaries.

10.2 Copyright

All content included on this site, such as text, graphics, logos, images, and data compilations, is the property of Soon Industrial Co., Ltd. or its content suppliers and protected by international copyright laws. The compilation of all content on this site is the exclusive property of Soon Industrial Co., Ltd., with copyright authorship for this collection by Soon Industrial Co., Ltd., and protected by international copyright laws.

11 Applicable Law And Disputes

11.1 Applicable Law

By visiting Soon Industrial Co., Ltd., you agree that the laws of the state of Taiwan, without regard to principles of conflict of laws, will govern these Conditions of Use and any dispute of any sort that might arise between you and Soon Industrial Co., Ltd. or its associates.

11.2 Disputes

Any dispute relating in any way to your visit to Soon Industrial Co., Ltd. or to products you purchase through Soon Industrial Co., Ltd. shall be submitted to confidential arbitration in Taiwan, except that, to the extent you have in any manner violated or threatened to violate Soon Industrial Co., Ltd.'s intellectual property rights, Soon Industrial Co., Ltd. may seek injunctive or

other appropriate relief in any state or federal court in the state of Taiwan, and you consent to exclusive jurisdiction and venue in such courts. Arbitration under this agreement shall be conducted under the rules then prevailing of the American Arbitration Association. The arbitrators award shall be binding and may be entered as a judgment in any court of competent jurisdiction. To the fullest extent permitted by applicable law, no arbitration under this Agreement shall be joined to an arbitration involving any other party subject to this Agreement, whether through class arbitration proceedings or otherwise.