

Sales Terms and Conditions

BenQ America Terms and Conditions of Sale

IMPORTANT! Your use of this site IS subject to these Terms and Conditions of sale. PLEASE READ THIS DOCUMENT CAREFULLY. By accessing and PLACING AN ORDER THROUGH THIS SITE, you agree to be bound by the following:

Your purchase activities at Shop.BenQ.Com are govern by (a) these Terms and Conditions of Sale set forth herein below and (b) other conditions, information, notice, contents and policy that are provided at this site or obtained in connection with this site regardless through linkage or not ("Additional Conditions") ((a) and (b) above collectively hereunder, "this Agreement"). Such purchase activities include any order, purchase, receipt, delivery or use of any product from Shop.BenQ.com. When appropriate, these Terms and Conditions of Sale will supersede, any conflicting or inconsistent Additional Conditions. Further, these Terms and Conditions of Sale and Additional Conditions are subject to change by BenQ at any time without prior written notice in BenQ's sole discretion.

Terms and Conditions of Sale:

- 1. No Alteration or Supplement.** All purchase orders are exclusively govern by this Agreement which may not be changed, amended, supplemented or waived, by the use of any pre-printed purchase order forms or any other documentation, and no such attempted change, amendment, supplement or waiver shall have any effect, unless agreed to in a written agreement signed by you and BenQ.
- 2. Orders.** Orders are not binding upon BenQ until accepted by BenQ. BenQ reserves the right to accept or reject any order and to verify any information provided in your order, including, but not limited to, contacting you via emails, phone, or facsimile based on the contact information you provided, or requesting further identification or credit information from you. Notification of rejection will be via email to the email address you provided when submitting your order. We assume no responsibility for issues resulting from such rejection or e-mail notification failure. Further, BenQ reserves the right to limit the quantity of any products that may be obtained by you through Shop.BenQ.com. All products ordered from Shop.BenQ.com are subject to availability and if a shortage of any Product in BenQ's inventory exists, BenQ reserves the right to allocate inventory of such Products among BenQ's customer orders for such products as BenQ deems appropriate. No orders for delivery to addresses outside US and Canada, or military base addresses or PO Boxes will be accepted.
- 3. Prices and Payment Terms.** Advertised prices are in US dollars and exclude shipping and handling charges and taxes unless otherwise noted. BenQ reserves the right to change prices at any time without notice. No price protection is offered (i.e. Should we lower the price of the product you purchased, you are not entitled to any refund or credit for the difference between the price you paid and the current BenQshopping.com selling price.) Payment for the products and may be made by credit card unless BenQ has agreed to other prearranged payment method. Payment must be received by BenQ prior to acceptance of your order. By submitting your order for processing, you authorize BenQ to charge your order (including taxes, shipping, handling and any amounts described on Shop.BenQ.com before order submission) to your card. If your card cannot be verified, is invalid, or is not otherwise acceptable, your order may be suspended or canceled automatically. You agree to update your card information to keep it current at all times and that we may submit charges for processing even if your card has expired. You must resolve any problem before proceeding with your order.

4. Promotions. No promotion (e.g., special price discount) is offered by Shop.BenQ.com unless the promotion explicitly so states. You also agree to comply with all terms and conditions of a promotion, such as quantity and other restrictions or time limits that could expire during your visit to Shop.BenQ.com.

5. Shipment and Taxes. BenQ will arrange to ship the products to you in accordance with Shop.BenQ.com's shipping policy and separate charges for shipping and/or handling will be shown on the invoice(s). Shipping and handling charges may or may not reflect actual costs and may be amended by BenQ from time to time. Subject to applicable law, BenQ reserves the right to deliver items acquired as part of your order at different times in the event that they are not available for the shipment at the same time. You must notify BenQ of damaged or missing items from your order within 30 days after you receive your products. You are responsible for paying all taxes associated with your order, except for BenQ's franchise taxes and taxes on BenQ's net income. Prior to submitting your order, you will have the opportunity to review product prices and any applicable sales tax, shipping and handling charges. BenQ is required by law to collect sales taxes for orders shipped to certain states from you, and in other states, you may be responsible for paying sales tax in your state, county, or municipality. When applicable, a separate charge for taxes will be shown on the invoice. For products shipped to Canada, you are responsible for applicable custom duty and custom brokerage and clearance fee.

6. Title; Risk of Loss. Title to products passes from BenQ to you when BenQ delivers them to the shipper and risk of loss passes to you when the shipper delivers products to the address you designate. Title to software will remain with BenQ or the applicable licensor(s).

7. Warranties. All sales are governed by the BenQ End User Limited Warranty (for refurbished products, the limited warranty period is described in Refurbished Product Limited Warranty.) BENQ MAKES NO EXPRESS WARRANTIES EXCEPT THOSE STATED IN BENQ'S APPLICABLE END USER LIMITED WARRANTY STATEMENT IN EFFECT ON THE DATE OF THE INVOICE. BENQ END USER LIMITED WARRANTY (FOR NEW OR REFURBISHED PRODUCTS) DOES NOT COVER NON-BENQ BRANDED PRODUCTS. ANY WARRANTY APPLICABLE TO NON-BENQ BRANDED PRODUCTS IS PROVIDED BY THE ORIGINAL MANUFACTURER. BenQ's Limited Warranty (for new or refurbished products) does not include any statements made on packaging or in manuals and other documentation and you agree that those are provided and will be accepted by you for informational and instructional purposes only and not as warranties.

8. Software. All software is provided subject to the license agreement that is part of the package. You agree that you will be bound by the license agreement once the package is opened or its seal is broken. BenQ does not warrant any software under this Agreement. Warranties, if any, for the software are contained in the license agreement that governs its purchase and use.

9. Order Cancellation or Modification. If an order is processed in error, contact Shop.BenQ.com's customer service immediately at 1-866-600-2367 for instructions and from time to time, BenQ may, in its sole discretion, accept product cancellation or modification request prior to the shipment of the products originally ordered.

10. Return Policies. BenQ-branded products that are purchased directly from Shop.BenQ.com by you may be returned in accordance with BenQ Return/Replacement Policy in effect on the date of the invoice. If for any reason you are not satisfied with your BenQ-branded products, you may return the products within 30 days after you received your products by following the procedures set forth in BenQ Return/Replacement Policy. For a return for refund, BenQ will refund the original purchase price (invoice price) of products and related sales taxes. SHIPPING & HANDLING FEE IS NOT REFUNDABLE. Returned products must be in the same conditions as you received them. THIS RETURN POLICY IS NOT A WARRANTY. BenQ will not accept for return of any products not

purchased from Shop.BenQ.com directly.

11. Products. BenQ continually upgrades and revises its products offerings to provide BenQ customers with new products offerings. BenQ may revise and discontinue products at any time without prior notice to customers. BenQ will ship products that have the functionality and performance of the products ordered, but changes between what is shipped and what is described in a specification sheet or catalog are possible.

12. Limitation of Liability. BENQ DOES NOT ACCEPT LIABILITY BEYOND THE REMEDIES SET FORTH HEREIN, INCLUDING ANY LIABILITY FOR PRODUCTS NOT BEING AVAILABLE FOR USE OR FOR LOST OR CORRUPTED DATA OR SOFTWARE, OR THE PROVISION OF ANY SERVICES AND SUPPORT. BENQ'S AND YOUR MAXIMUM LIABILITY TO THE OTHER RELATED TO THE PURCHASE OF PRODUCTS IS LIMITED TO THE AMOUNT EQUAL TO THE INVOICE AMOUNT PAID BY YOU TO BENQ. IN NO EVENT SHALL BENQ BE LIABLE FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF BUSINESS, PROFITS, DATA OR USE, WHETHER IN AN ACTION IN CONTRACT OR TORT, BREACH OF WARRANTY, STRICT LIABILITY OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH THE PURCHASE OF THE PRODUCTS OR USE OR PERFORMANCE OF THE PRODUCTS, EVEN IF BENQ HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES (OTHER THAN THOSE DAMAGES THAT ARE INCAPABLE OF LIMITATION, EXCLUSION OR RESTRICTION UNDER APPLICABLE LAW.)

13. Your Representations & Warranties; Not For Resale or Export. You represent and warrant for the benefit of BenQ that: (a) you are at least 18 years of age; (b) you possess the legal right and ability to enter into this Agreement and make the credit card charge on your own behalf or on behalf of any person for whom you are acting as agent and/or that you are authorized to use the password required for Shop.BenQ.com; (c) all information that you submit to us is true, accurate and current and (d) you buy the products from Shop.BenQ.com for your own internal use only, and not for resale or export.

14. Binding Arbitration. YOU AND BENQ AGREE THAT ANY CLAIM, DISPUTE, OR CONTROVERSY (WHETHER IN CONTRACT, TORT, OR OTHERWISE, WHETHER PREEXISTING, PRESENT OR FUTURE, AND INCLUDING STATUTORY, COMMON LAW, INTENTIONAL TORT AND EQUITABLE CLAIMS) AGAINST the other, its agents, employees, successors, assigns or affiliates (or family members or beneficiaries, if applicable), arising from or relating to this Agreement, its interpretation, or the breach, termination or validity thereof, the relationships which result from this Agreement, BenQ's advertising, or any related purchase SHALL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION ADMINISTERED BY THE NATIONAL ARBITRATION FORUM (NAF) under its Code of Procedure then in effect (information available via the Internet at <http://www.arb-forum.com> , or via telephone at 1-800-474-2371, via writing to P.O. Box 50191, Minneapolis, MN 55405-0191). The arbitration will be conducted before a single arbitrator and will be limited solely to the dispute or controversy between you and BenQ. You and BenQ agree that the arbitration shall be held at any reasonable location which shall be 60 miles or less from the initial respondent's principle office or main residence by submission of documents. Any award of the arbitrator(s) shall be final and binding on each of the parties, and may be entered as a judgment in any court of competent jurisdiction. You understand that, in the absence of this provision, you would have had a right to litigate disputes through a court, including the right to litigate claims on a class-wide or class-action basis, and that you have expressly and knowingly waived those rights and agreed to resolve any disputes through binding arbitration in accordance with the provisions of this paragraph.

15. Technical Support. BenQ will provide general technical support to you in the United States and Canada telephone to BenQ Technical Support Division at 1-866-600-2367 and other methods, in accordance with the then-current technical support policies in effect, which may vary from product to product.

16. Governing Law and Attorney Fees. THIS AGREEMENT AND ANY SALES THEREUNDER SHALL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO CONFLICTS OF LAWS RULES. The expenses (including attorneys' fees, the allocated cost of in-house counsel, and all other costs that party may incur in the enforcement of this Agreement) incurred by the prevailing party in any such legal action shall be reimbursed by the other party.

17. Force Majeure. Neither you nor BenQ shall be liable to the other for its failure to perform any of its obligations under this Agreement, except for payment obligations, if such failure is due to circumstances beyond its reasonable control, including without limitation earthquakes, governmental regulation, shortages of components, fire, flood, strikes, labor disputes or labor difficulties, civil disorder, perils of the sea, war (declared or undeclared), embargoes, and acts of God.

18. Electronic Notices; Relating to Transaction. Purchase through Shop.BenQ.com is conducted electronically and you agree that we can communicate with you electronically. BenQ may send you email asking about your experience with BenQ, email notices and other disclosures about your orders. However, since email delivery is not infallible, you also agree to contact BenQ for order information such as order status or shipping delays electronically or by other means and you agree to keep all records relating to your order, including, where possible, printing a copy of your order confirmation page. To the extent allowed by law, you agree that the above replaces and satisfies any law that provides for different methods or timing for your receipt of notices relating to your transaction. BenQ also reserves the right to deliver notices and disclosures by other means such as postal mail in its sole discretion.

19. General and Language. You may not assign this Agreement without BenQ's prior written consent. If any terms of this Agreement is illegal or unenforceable, the legally and enforceability of the remaining provisions shall not be affected or impaired. The failure of BenQ to exercise or enforce any right or provision of this Agreement will not constitute a waiver of such right or provision. Any waiver (express or implied) by either party of any breach of this Agreement shall not constitute a waiver of any other or subsequent breach. You confirm your request that this Agreement and all documents related directly or indirectly thereto be drafted in the English language and the English version of this Agreement shall prevail in all disputes relating to this Agreement.

20. Headings. The section headings used herein are for convenience of reference only and do not form a part of these terms and conditions, and no construction or inference shall be derived therefrom.