

## TERMS AND CONDITIONS OF SALES

*This Terms and Conditions of Sales applies to all sales made from An Lac Phat Co., Ltd., (hereinafter called Alphaco), located at Hochiminh City, Vietnam, for ALL orders made via on-line or direct to Alphaco, or Alphaco authorized dealers, for Products sold from Alphaco inside the territory of S. R. of Vietnam.*

*Version 1.0 (10<sup>th</sup> December, 2014)*

### 1. Order Processing Steps

All orders will be processed with below steps:



- (1) **Order** placed via email or at Alphaco or at Alphaco's authorized dealer
- (2) **Notice of Payment**

Alphaco will verify the details of Order, correct if any errors, advise if any surcharges (such as delivery), and issue a Notice of Payment
- (3) Customer shall make payment in accordance with instructions in the Notice of Payment
- (4) Upon receipt of Payment, Alphaco will issue an **Order Confirmation** which stipulates details of the order, delivery schedule, along with any other offers, such as free Training Course.
- (5) Customer is to pickup at Alphaco or Alphaco's authorized dealer, or assigns Alphaco to deliver the Product(s).
- (6) Alphaco will provide a free **Training Course** to Customers who registered and confirmed by Alphaco.

### 2. Agreement with the Terms and Conditions of Sales

- Before placing orders for Product(s) from Alphaco, Customer(s) need read this Terms and Conditions of Sales carefully and agree completely.
- All the Product(s) prices, related information, specification, announced by Alphaco, via its website or brochures, or any other means, are all subject to further confirmation upon order.
- The agreement from Customers with this Terms and Conditions of Sales forms the basis for the dispute or appeal if any before the court.

- Any dispute occurs, peaceful solution(s) will be sought firstly to satisfy both sides of Customers and Alphaco, based on mutual respect. If both sides failed to reach agreement, either side could appeal to the People's court in Ho Chi Minh City for jurisdiction. All litigation costs will be borne by the losing party.
- Any claim via media or any other parties which hurts Alphaco's reputation or loss, Alphaco reserves right to appeal to court for jurisdiction.

### **3. Copyright Brands**

- "Alpha-3D" "Alphaco" and the related logo are the copyright owned by Alphaco.
- Alphaco reserves right to claim legally for any copyright infringement.
- Any application of Alphaco's copyrighted items, include the name and logo, in all kinds of means or media, will need prior written approval from Alphaco.

### **4. The Order Processing and Training Course**

- All orders placed via website, at Alphaco office, or at Alphaco authorized dealers, will be processed in working hours in working days.
- Alphaco will firstly verify details of the Order, correct if any errors, advise if any surcharges (such as delivery), and issue a Notice of Payment to customer.
- After verification, Alphaco will try issue the Notice of Payment within the next Three (3) working days.
- Customers shall follow Alphaco's Notice of Payment to fulfill the payment thus to initiate formal processing of Orders.
- Upon receipt of payment, Alphaco will issue Order Confirmation which stipulates the schedule for picking up, or delivery.
- Alphaco will provide a free Training Course for Customers who successfully registered.
- The Training Course is aimed to assist Customers to operate and maintain the Product(s).
- Please refer to Article 8 for more details about the Training Course.

### **5. Commodities, Pricing, Promotions**

- Alphaco will deliver the Products ordered in accordance with the information released include brochures, catalogs, specifications, etc. However, Products are subject to the specification change without prior notice, and there might be certain difference with the brochures and catalogs.

- Products showing on the Alphaco website or brochures, catalogs, may have slightly different color than the true color of the actual Products.
- All product prices announced via Alphaco website, brochure or catalog, are all subject to Alphaco further confirmation upon order processing. Alphaco reserves the right to accept or decline any orders.
- Delivery schedule of Products is subject to Alphaco's stock availability. Alphaco will deliver Products in accordance with the delivery schedule indicated in the Order Confirmation. However, in case of failure to meet the schedule due to certain difficulties, a new schedule will be established. In case of disagreement toward the new schedule from Customer, Alphaco will refund the payment which Customer has made. Customer is not privileged to claim for other losses if any.
- In certain cases, such as data entry error, system failure, natural disasters, power outages, drop-outs... and other unforeseen circumstances leading to incorrect information include price, promotion programs, etc., Alphaco reserves right to decline Customer Order(s).

## **6. Details of Order**

- Upon ordering, Customer shall be fully responsible for providing accurate information, include name, phone, email, contact address, product delivery address, etc.
- Any consequences developed due to incorrect Customer information will be fully borne by Customer.
- All orders placed and confirmed shall not be cancelled by any reasons. In case of cancellation before delivery/picking up, Alphaco is to claim the order processing fee of 10% of the sales price of the Product. Customer shall pay for this amount to Alphaco, or Alphaco will deduct from the payment Customer has made before refunding the rest amount to Customer.
- Once Product is picked up, or delivered from Alphaco or its authorized dealer, Alphaco will not accept any order cancellation, nor refund any payment to Customer.
- Alphaco reserves right to decline any orders which Alphaco deems fake.
- Alphaco reserves right for legal measures for repeating fake orders.
- After order(s) placed to Alphaco, if Customer(s) need to edit any order information, Customer(s) will need to inform Alphaco by telephone, fax or email during working hours. Alphaco reserves right to edit the order accordingly or to decline at its own option.

## **7. Product Delivery/Picking Up**

- All prices offered by Alphaco are made based on picking up at Alphaco, or Alphaco's authorized dealer.
- In case of delivery required, all delivery charges shall be borne by Customer.
- In case of delivery, Alphaco will estimate the delivery charge, based on the Product size and weight, and address information to deliver to. Delivery will be made by reputable carriers in Vietnam, such as EMS, TNT, etc.
- For areas where the carriers do not take care delivering, Alphaco will discuss with Customer for changing other delivery address or if any other solutions.
- Alphaco will not be responsible for damages or losses happened with the delivery. Upon such circumstances, Customer shall not further open the packaging, nor install and operate the Product, and shall keep all evidences, by taking pictures and any other means; Alphaco will help Customer to claim compensation from the carrier.
- Alphaco will not be responsible for any damages or losses after Customer picking up Products from Alphaco or its authorized dealers.
- Alphaco will not be responsible for failed delivery to Customer due to inaccurate address information provided by Customer. Upon this circumstance, Customer will need to pay for all charges incurred from the further transportation of Product(s).

## **8. Installation and Training Course**

- Alphaco provides FREE Training Course for customers who registered successfully to Alphaco.
- The registration should be made within ONE (1) month starting date of delivery or picking up of the Product(s) from Alphaco. This Training Course is made to assist Customer(s) installing, operating and maintaining the Products(s).
- Upon registration, Alphaco reserves right to qualify Customer for the Training Course. Alphaco will inform qualified Customer the Course itinerary. Customer who gives up or missed the Course shall not request for alternative Course(s) or any refund. Customer shall be arriving at the appointed training site on time. Alphaco will not be responsible for the transportation for Customer to and from the training site.
- The Training Course shall be held at Alphaco office or at its authorized dealers for a duration of 1.5 hours.
- The transportation, accommodation, meal cost and any other related cost of Customer(s) shall be paid by Customer(s).

## **9 . Product Replacement and Re-delivery**

- All Products delivered or picked up from Alphaco or its authorized dealers are non-refundable. Alphaco reserves right to repair or replace new products at its own judgment.
- Any Customer who claims for replacement shall be made within SIX(6) days starting date of delivery or THREE(3) days from picking up at Alphaco or its authorized dealers.
- Alphaco will firstly investigate and issue a “Replacement Authorization” to Customer to deliver back to Alphaco or its authorized dealers.
- Alphaco reserves right to accept or decline the replacement of Product(s).
- Alphaco accepts to process the replacement only Product(s) are kept in their original packing status along with all accessories, and gifts if any.
- No replacement shall be applied if Product(s) is broken or scratched by physically damage or fall into water or by any careless action of the Customer(s).
- All the transportation charge for the replacement shall be borne by Customer(s).
- Alphaco endeavors to sell the best quality Product(s) to Customer(s) to avoid any replacement.

## **10. Warranty, Maintenance and After-Sales Service**

- Alphaco provides Six(6) months warranty for the Products except:  
Three (3) months for the printing module, the print bed, and the motor assembly.
- All materials and consuming parts are not under warranty.
- Customer(s) who claim for warranty service shall report Alphaco by telephone, fax, or email during the working hours. Alphaco will remote assist troubleshooting, and instruct for further actions if required, include delivery of the Product(s) to Alphaco or its authorized dealer(s). All delivery charges shall be borne by Customer(s).
- For After-Sales Services beyond the Warranty period:
  - (a) For Product(s) delivered or picked up within One(1) Year:
    - Alphaco will provide remote troubleshooting service without charge for product(s) delivered or picked up within ONE (1) year.
    - Alphaco will charge for component(s) replaced if any.
  - (b) For Product(s) delivered or picked up beyond One(1) year:
    - Alphaco will charge the service and component(s) replaced if any.
- Alphaco will not be responsible for any damages or losses during transportation of the Product(s) within or beyond the warranty period.

## 11. Payment and Contact

- All payment for orders must be made strictly in accordance with instructions from Alphaco.
- Alphaco will not be responsible for any errors made with the payment transmission from Customer(s).
- Unless otherwise instructed, all payments shall be made to Alphaco's bank account as below:
  - Bank : **INDOVINA BANK - Cho Lon Branch**
  - Address: 86 Tan Da Street, Ward 11, District 5, Hochiminh City, VIETNAM.
  - Account Name: Công ty TNHH AN LẠC PHÁT
  - Account No: 6286237-001 (VND)

## 12. Information of the Seller:

- \*Công ty TNHH An Lạc Phát (An Lac Phat Co., Ltd.)
- \*Add: C00-12, Carina Plaza, 1648 Vo Van Kiet, P. 16, Q.8, Hochiminh, VIETNAM
- \*Telephone: +84-8-62646495, +84-8-62646494
- \*Fascimile: +84-8-62646494
- \*Email: [sales@alpha-3d.com](mailto:sales@alpha-3d.com); sales.alpha3d@gmail.com
- \*Website: [www.alpha-3d.com](http://www.alpha-3d.com)

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