Terms of Sale

1. **Terms of Sale**: These Terms of Sale ("Agreement") apply to your purchase of products ("Product") via the internet, telephone or in person which are sold by BitmainAntMiner.com ("Bitmain") including its affiliates or subsidiaries. By placing your order for Product, you (the "Purchaser") accept and are bound to the terms of this Agreement.

2. **Prices**: Products are sold at the prices prevailing on the day of order according to the Bitmain's price list at that time. Applicable prices do not include taxes, customs or other applicable costs. The Purchaser is solely liable to pay all taxes, customs or other applicable costs related to purchase of the Products.

3. **Payment Terms**: Payment shall be made in advance upon order by credit card, PayPal, Bitcoin, Bitpay, e-check, Interac, online bill payment, wire transfer or any other manner facilitated by Bitmain from time to time. Full payment is a condition for Bitmain to accept an order. If payment is not received and verified within the time that is customary for the used manner of payment, AntMiner is entitled to (i) suspend delivery of the order from the Purchaser, and/or (ii) terminate the Agreement.

4. **Delivery**: All goods are shipped from Bitmain's warehouse locations in the USA and Canada. If you reside outside the mainland USA or Canada, it is your responsibility to pay for the import duty, tax, process fees, VAT that may apply for your country. You are responsible for ensuring the correct delivery address is provided before you complete your order as no liability is taken for lost or goods damaged delivered to incorrect destinations. We will repair or replace Products damaged during delivery if notified but you must notify Bitmain within three (3) days of the date of receipt of Product if you believe that any part of your order is missing, wrong or damaged.

5. **Cancellation, Return and Exchange Policy**: Due to the nature of the Products, all sales are final and cannot be cancelled or refunded after you have placed your order. We will repair or replace defective Products within the manufacturer warranty period as indicated on our website. This may involve remote technical support, troubleshooting and/or removal of main boards and parts. You must advise Bitmain by email to rma@bitmainantminer.com of any claims within the warranty period, obtain Bitmain's advance return merchandise authorization ("RMA"), and ship the defective Product to a facility or location as directed by Bitmain. Warranty exchanges made to Bitmain without a valid RMA will be denied. The Purchaser is responsible for the total cost of shipping items back to Bitmain, including any import duty fees that may apply for any returned items. Bitmain is not liable for failure or delays caused

6. **Limitation of Liability**. BITMAIN DOES NOT ACCEPT LIABILITY BEYOND THE REMEDIES SET FORTH HEREIN, INCLUDING BUT NOT LIMITED TO ANY LIABILITY FOR PRODUCT NOT BEING AVAILABLE FOR USE, LOST PROFITS, INCREASED DIFFICULTY OF GENERATING CRYPTOCURRENCY, LEVEL OF CRYPTOCURRENCY MINING, CHANGED VALUATION OF CRYPTOCURRENCY, LOSS OF BUSINESS OR FOR LOST OR CORRUPTED DATA OR SOFTWARE, OR THE PROVISION OF SERVICES AND SUPPORT. EXCEPT AS EXPRESSLY PROVIDED HEREIN, BITMAIN WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR FOR ANY CLAIM BY ANY THIRD PARTY. YOU AGREE THAT FOR ANY LIABILITY RELATED TO THE PURCHASE OF PRODUCT, BITMAIN IS NOT LIABLE OR RESPONSIBLE FOR ANY AMOUNT OF DAMAGES ABOVE THE AMOUNT INVOICED FOR THE APPLICABLE PRODUCT. SOME JURISDICTIONS MAY NOT ENFORCE ALL OF THESE LIMITATIONS, AND ONLY THE LIMITATIONS THAT ARE LAWFULLY APPLIED TO YOU IN YOUR JURISDICTION WILL APPLY.

7. **Governing Law and Jurisdiction**: The parties agree that this agreement, any sales there under, or any claim, dispute or controversy between the Purchaser and Bitmain arising from or relating to this Agreement, its interpretation or the breach, termination or validity thereof, the relationships which result from this agreement, Bitmain's advertising, or any related purchase shall be governed by the laws of the province of British Columbia, Canada, without regard to conflicts of law. Neither the UN Convention on Contracts for the International Sale of Goods (Vienna, 1980), nor the Uniform Computer Information Transactions Act (UCITA) shall apply to any purchases made hereunder.