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- d) THE WARRANTIES IN THESE TERMS ARE EXCLUSIVE, AND NO OTHER WARRANTY, WHETHER WRITTEN OR ORAL, IS EXPRESSED OR IMPLIED. TO THE EXTENT PERMITTED BY LAW, AGILENT SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

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- b) In defending or settling an infringement claim under Section 4(a), Agilent will pay infringement claim defense costs, settlement amounts and court-awarded damages. If such a claim appears likely, Agilent may, at its option, modify or replace the Product or procure any necessary license. If Agilent determines that none of these alternatives is reasonably available, Agilent will refund Customer's purchase price upon return of the Product.
- c) Agilent has no obligation for any claim of infringement arising from: Agilent's compliance with, or use of, Customer's designs, specifications, instructions or technical information; Product modifications by Customer or a third party; Product use prohibited by or outside the scope of Specifications or related application notes; or use of the Product with products not supplied by Agilent.



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- b) The limitations set forth in Section 5(a) above will not apply to infringement claims under Section 4, or to damages for bodily injury or death.
- c) The remedies in these Terms are Customer's sole and exclusive remedies.

6. INDEMNIFICATION

Agilent will indemnify and hold Customer harmless from and against any third party claims for (i) bodily injury or death, or (ii) direct damage to tangible property, to the extent caused by Agilent's negligence or willful misconduct in performing its obligations under these Terms, provided that Agilent is given prompt written notice and the opportunity to control the defense of the claim or settlement, and subject to the limitation of liabilities set forth in Section 5.

7. GENERAL

- a) Agilent will store and use Customer's personal data in accordance with Agilent's Privacy Statement, available at www.agilent.com/go/privacy. Agilent will not sell, rent or lease Customer's personal data to others.
- b) Terms for Service are available at http://www.agilent.com.hk/go/service_terms, upon request, or as otherwise indicated on the quotation.
- c) The parties agree to comply with applicable laws and regulations. Agilent may suspend performance if Customer is in violation of applicable laws or regulations.

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- e) These Terms will be governed by the laws of the Hong Kong Special Administrative Region of the People's Republic of China (HKSAR). The parties irrevocably submit to the exclusive jurisdiction of the courts of the HKSAR to resolve any disputes arising out of or in connection with these Terms.
- f) To the extent that any provision or a portion of any provision of these Terms is determined to be illegal or unenforceable, the remainder of these Terms will remain in full force and effect.
- g) The United Nations Convention on Contracts for the International Sale of Goods will not apply to these Terms.
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