

## Goldeneye Warranty and General Sales Terms & Conditions

### 1. General Warranty

Goldeneye warrants its Airelight™ Luminaire (“Product(s)”) to be free from defect in material and workmanship for a period of five (5) years from the date of shipment from Goldeneye’s facilities (the “General Warranty”). The Product(s) will be considered defective in material or workmanship only if the Product(s) fail to operate or fail to maintain a total lumen output equal to 70% of the initial lumen output identified in writing in Goldeneye’s applicable Product(s) specifications (the “Specifications”).

### 2. Other Component Products

Drivers, transformers, dimmers and other products manufactured by companies other than Goldeneye and used as components in conjunction with the Product(s) are excluded from the General Warranty. The manufacturers of such products are solely responsible for any costs or expenses related to any claims, repairs, or replacements associated with any such component(s). Information regarding warranty for any such component(s), and/or copies of each applicable manufacturer’s warranty, may be obtained from an authorized Goldeneye post-sales or customer service representative.

### 3. Limitations

(a) This Statement of Limited Warranty (“Warranty”) applies only when the Product(s) are installed in applications in which ambient temperatures are within the range of specified operating temperatures.

(b) Goldeneye will not be responsible under this Warranty for any failure of the Product(s) that results from external causes such as: acts of nature; physical damage; exposure to adverse or hazardous chemical or other substances; use of reactive cleaning agents and/or harsh chemicals to clean the Product(s); environmental conditions; vandalism; fire; power failure; improper power supply, power surges or dips, and/or excessive switching; induced vibration; animal or insect activity; fault or negligence of purchaser, any end user of the Product(s) and/or any third party not engaged by Goldeneye; improper or unauthorized use, installation, handling, storage, alteration, maintenance or service, including failure to abide by any product classifications or certifications, or failure to comply with any applicable standards, codes, recommendations, product specification sheets, or instructions of Goldeneye; use of the Product(s) with products, processes or materials supplied by any end user or third party; or any other occurrences beyond Goldeneye’s reasonable control.

(c) Goldeneye also will not be responsible under this Warranty for any substantial deterioration in the Product finish that is caused by failure to clean, inspect or maintain the finish of the Product(s).

(d) If the Product(s) are used on existing foundations, anchorages or structures, the end user is solely responsible for the structural integrity of such existing foundations, anchorages or structures and all consequences arising from their use.

(e) Adequate records of operating history, maintenance, and/or testing must be kept by the end user and provided to Goldeneye upon request to substantiate that the Product(s) have failed to comply with the terms of this Warranty.

(f) The Product(s) are not warranted against costs that may be incurred in connection with changes or modifications to the Product(s) required to accommodate site conditions and/or faulty building construction or design.

(g) This Warranty only applies to the Product(s) when sold for commercial purposes and does not apply to any consumer product(s), all of which are governed by separate limited warranty terms.

#### **4. Remedies**

(a) If the Product(s) fail to conform to the Specifications and with the terms of this Warranty, Goldeneye, at its option, will either repair or replace the Product(s) with the same or a functionally equivalent Product(s) or component part(s). This Warranty excludes labor and equipment required to remove and/or reinstall original or replacement parts.

(b) This Warranty extends only to the Product(s) as delivered to, and is for the sole and exclusive benefit of, the original end user of the Product(s) at the original location. This Warranty may not be transferred or assigned by the original end user.

(c) The repair, replacement remedy specified in Section 4(a) above is the sole and exclusive remedy for failure of the Product(s) to comply with the terms of this Warranty and does not extend the Warranty period.

(d) Warranty claims regarding the Product(s) must be submitted in writing within (30) days of discovery of the defect or failure to an authorized Goldeneye post-sales or customer service representative. **Product(s) or component part(s) must be returned to Goldeneye for inspection and verification of non-conformance.** No Product(s) or component part(s) will be accepted for inspection, verification or return unless accompanied by a "Return Materials Authorization" (RMA) which can be obtained only from an authorized Goldeneye post-sales or customer service representative.

(e) Goldeneye is not responsible for any costs and expenses incurred in connection with shipment of Product(s) to Goldeneye, but Goldeneye shall bear all cost and expense incurred in connection with shipment of replacement Product(s) to the customer.

#### **5. Disclaimer**

THE FOREGOING WARRANTY TERMS ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, AND GOLDENEYE EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, RELATING DIRECTLY OR INDIRECTLY TO THE PRODUCT (S), WHETHER ORAL, WRITTEN, OR ARISING BY COURSE OF DEALING OR USAGE OF TRADE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO AGENT, DISTRIBUTOR OR OTHER SUPPLIER OF GOLDENEYE PRODUCTS HAS THE AUTHORITY TO MODIFY OR AMEND THIS WARRANTY WITHOUT EXPRESS WRITTEN AUTHORIZATION FROM GOLDENEYE.

#### **6. Limits on Liability**

The total liability of Goldeneye on any and all claims of any kind, whether in contract, warranty, tort (including negligence), strict liability or otherwise, arising out of or in connection with, or resulting from, Goldeneye's performance or breach of this Warranty, or from Goldeneye's sale, delivery, resale, repair, or replacement of any Product(s) or the

furnishing of any services, shall in no event exceed the purchase price allocable to the Product(s) that give rise to the claim, and any and all such liability shall terminate upon the expiration of the warranty period specified above.

## **7. Exclusions**

IN NO EVENT SHALL GOLDENEYE BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER AS THE RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER THEORY, INCLUDING WITHOUT LIMITATION LABOR OR EQUIPMENT REQUIRED TO REMOVE AND/OR REINSTALL ORIGINAL OR REPLACEMENT PARTS, LOSS OF TIME, PROFITS OR REVENUES, LACK OR LOSS OF PRODUCTIVITY, INTEREST CHARGES OR COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, SYSTEMS, SERVICES OR DOWNTIME COSTS, DAMAGE TO OR LOSS OF USE OF PROPERTY OR EQUIPMENT OR ANY INCONVENIENCE ARISING OUT OF ANY BREACH OF THE FOREGOING WARRANTY OR OBLIGATIONS UNDER SUCH WARRANTY

## **General Terms and Conditions of Sale**

### **1. Acceptance Of Order**

In placing an order with Goldeneye, Inc., the customer acknowledges awareness and acceptance of these general terms and conditions of sale. Orders are considered accepted when confirmed with Goldeneye's standard sales order acknowledgement form. There is a minimum order amount of \$200.00.

### **2. Delivery**

Estimated shipping dates are approximate and shall not be deemed to represent a guaranteed shipping date. Lead-time for standard product is 3-8 weeks (depending on product type and quantities) from order date, the release date or the payment date on prepaid orders. Custom orders have an extended lead-time. A rush order has a 50% lead-time reduction for an additional charge of 25% of the order value. Availability of rush order service must be confirmed in writing by Goldeneye, Inc. Goldeneye, Inc. shall not be responsible for any damage or loss resulting directly or indirectly from delayed shipments or inability to ship. Goldeneye, Inc. reserves the right to make partial shipments unless the client expressly stipulates otherwise. All such shipments will be separately invoiced and paid for when due, without regard to subsequent or preceding shipments. Delay on any partial shipment shall not relieve the client of the obligation to accept remaining shipments.

### **3. Payment Terms**

First orders from new customers must be 100% prepaid. Upon approved credit, payment terms for subsequent orders will be set at **net 30 days** from the date of the invoice. Orders over \$25,000 will require a 50% deposit prior to shipment. Past due accounts will be subject to a 1.8% interest charge per month. The debtor is responsible for all costs incurred by Goldeneye, Inc. for securing bad debts, including collection agencies, court costs and attorney fees. Goldeneye, Inc. reserves the right to withhold shipment to

customers with a past due balance. Clients with accounts in default may have their terms revoked and return to pre-payment status. All custom orders require prepayment prior to shipment.

#### **4. Prices, Specifications, & Quotation**

Prices and specifications are subject to change without notice. Written quotations shall be firm for a period of 30 days from the date on the quotation. Purchase orders accepted by Goldeneye, Inc. during the period specified on the quotation will be price protected for a period of 90 days. All other orders will be invoiced at the prevailing price at the time of shipment. Goldeneye, Inc. reserves the right to withdraw any quotation at any time for any reason provided Goldeneye, Inc. has not accepted a valid purchase order from the Buyer.

#### **5. Freight Terms And Charges**

All orders will be shipped ground from factory with standard freight terms unless otherwise specified by customer in writing. All commercial carriers i.e. UPS, FedEx, DHL, for small package shipments will be automatically insured for the product commercial invoice value unless otherwise specified by customer in writing. Freight shipments with commercial carriers i.e. UPS, FedEx, DHL, as well as non commercial carriers will include the carriers standard insurance and will NOT be insured for the products commercial value unless specified by customer in writing. Freight, insurance, customs, brokerage and duty charges can optionally be paid by client through the client's shipping account or on a COD basis, otherwise freight, insurance, customs, brokerage and all duty fees plus handling charges will be added and billed to the final invoice.

#### **6. Returns & Cancellations**

Any returns are subject to a restocking charge of up to 50% and a written "Returned Materials Authorization" (RMA) must be obtained prior to return within 30 days of invoice date. After RMA is issued, all products must be returned within a 30-day period only. No returns will be accepted until RMA is approved, and a copy must accompany the shipment as a packing list. RMAs are valid for 30 days only. Merchandise must be new, in the original factory-sealed cartons, if possible, and packed in such a manner as to prevent damage. No return shipments will be accepted unless prepaid. Unauthorized returns will remain property of the sender and Goldeneye, Inc. will not accept responsibility for loss or damage. Orders cancelled before shipment are subject to a 25% cancellation fee. Custom orders are non-cancelable, non-returnable and non refundable.

#### **7. Limitation Of Liability, Shipping**

Goldeneye, Inc. is not liable for product breakage during shipment. Goldeneye, Inc. is not liable for delays in delivery or for non-delivery when circumstances beyond Goldeneye's control affect production or shipments.

#### **8. Resale**

Resale of Products is only allowed with explicit written permission by a duly authorized officer of Seller.

#### **9. Consent To Jurisdiction, Forum Selection, And Choice Of Law**

If any of the provisions of these Terms is ineffective, the remainder of the Terms shall be interpreted so as to give effect, to the extent possible, to the ineffective provision. Ineffectiveness of individual provisions shall not affect the validity of the remaining provisions. These Terms and any related non-binding cost estimates, quotations, orders and confirmations shall be governed by the laws of the State of California, U.S.A., without regard to choice-of-law rules. The application of the United Nations Convention on the Sale of Goods (CISG) is explicitly excluded. All actions or proceedings (other than interlocutory proceedings) arising in connection with these Terms or the Products shall be submitted exclusively to the courts of competent jurisdiction in San Diego, California; and both parties hereby consent to personal jurisdiction and venue in said courts.

## **10. Samples**

Orders for “Samples” of a few product units that are to be used for sales presentations, specifier evaluations and/or mock-ups, and optionally returned afterwards will be treated as high-priority. All purchase orders should be clearly designated with the word “Samples”. There is a minimum sample order amount of \$100.00. Samples will be issued at the discretion of Goldeneye.

10a. No sales commission is earned on samples. If a sample is to be sold on a permanent, non-returnable basis, a regular order should be placed (instead of a “Samples” order) – in which case sales commission is payable (and standard lead times and terms & conditions apply).

10b. Samples will be shipped on a priority basis, depending on item availability.

10c. Sample items are returnable within 30 days of delivery if undamaged. Buyer will be invoiced for the full amount of the Purchase Order on delivery. Credit for any returned items received by Goldeneye in good order within the 30-day trial period will be applied to the invoice balance due.

10d. There is no shipping allowance for samples. Shipping is added to the “Samples” invoice and must be paid, even if all or some of the items are returned. All “Samples” orders are FOB Factory. All orders will be shipped as ground freight at standard terms unless otherwise specified by the customer in writing. Shipping charges can be paid by client through their shipping account or on a COD basis, otherwise shipping charges will be added to the final invoice.

10e. Samples may be returned at any time during the 30-day period, by requesting a Samples RMA and attaching the Samples RMA (Returned Materials Authorization) to the returned shipment. Please provide the reference of the original sample order if known (either your Purchase Order # or the Goldeneye Conditional Invoice #). Samples returned in good condition will be credited at their full original price. Samples returned damaged will be credited based on their condition and original price. Email all RMA requests to [customerservice@goldeneyelighting.com](mailto:customerservice@goldeneyelighting.com).

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