

# LumiCon Product Limited Warranty Policy

This document sets out the terms and conditions of the warranty (the “**Warranty**”) for the Advanced Opto-Mechanical Systems and Technologies Inc. (“**Brickeye**”) branded product known as “LumiCon” and the accessories contained in the original packaging of such product (“**LumiCon Product**”). LumiCon hardware products include any LumiCon branded sensors, transmitters, gateways, and any accompanying accessories.

THIS WARRANTY PROVIDES IMPORTANT INFORMATION ABOUT THE NATURE AND SCOPE OF THE WARRANTY PROVIDED FOR BY Brickeye WITH RESPECT TO THE LUMICON PRODUCT. IT ALSO CONTAINS CERTAIN DISCLAIMERS AND LIMITATIONS OF LIABILITY BY Brickeye WHICH WILL MATERIALLY IMPACT YOUR RIGHTS. ACCORDINGLY, YOU ARE STRONGLY ADVISED TO CAREFULLY READ THIS WARRANTY AND ALL Brickeye PUBLISHED GUIDELINES (AS DEFINED BELOW) BEFORE USING THE LUMICON PRODUCT.

By using the LumiCon Product, you agree to be bound by the terms of this Warranty. If you do not agree to the terms of this Warranty, do not use the LumiCon Product and return it to Brickeye or its authorized representatives (including authorized partners, distributors and sellers or resellers) from which you had originally purchased the LumiCon Product, in accordance with the applicable time period and return procedures that were provided to you at the point of purchase.

## HOW CONSUMER LAW RELATES TO THIS WARRANTY

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS UNDER APPLICABLE LAW. OTHER THAN AS PERMITTED BY APPLICABLE LAW, Brickeye DOES NOT EXCLUDE, LIMIT OR SUSPEND OTHER RIGHTS YOU MAY HAVE, INCLUDING THOSE THAT MAY ARISE FROM THE NONCONFORMITY OF A SALES CONTRACT. FOR A FULL UNDERSTANDING OF YOUR RIGHTS YOU SHOULD CONSULT THE LAWS OF YOUR JURISDICTION.

## WARRANTY LIMITATIONS THAT MAY AFFECT CONSUMER LAW

TO THE EXTENT PERMITTED BY LAW, THIS WARRANTY AND THE REMEDIES SET FORTH ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL, WRITTEN, STATUTORY, EXPRESS OR IMPLIED. Brickeye DISCLAIMS ALL STATUTORY AND IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS, TO THE EXTENT PERMITTED BY LAW. IN SO FAR AS SUCH WARRANTIES CANNOT BE DISCLAIMED, Brickeye LIMITS THE DURATION AND REMEDIES OF SUCH WARRANTIES TO THE DURATION OF THIS EXPRESS WARRANTY AND, AT Brickeye'S OPTION, THE REPAIR OR REPLACEMENT SERVICES DESCRIBED BELOW.

SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG A STATUTORY OR IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. WE ARE NOT RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR UNDER ANY OTHER LEGAL THEORY. IN SOME JURISDICTIONS THE FOREGOING LIMITATION DOES NOT APPLY TO DEATH OR PERSONAL INJURY CLAIMS, OR ANY STATUTORY LIABILITY FOR INTENTIONAL AND GROSS NEGLIGENT ACTS AND/OR OMISSIONS, SO THE ABOVE EXCLUSION OR LIMITATION MAY NOT APPLY TO YOU.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF DIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSION OR LIMITATION MAY NOT APPLY TO YOU. THIS "LIMITATIONS" SECTION DOES NOT APPLY TO CUSTOMERS IN THE EUROPEAN UNION.

## WHO MAY USE THIS WARRANTY?

Brickeye extends this Warranty only to the original end user of the LumiCon Product. It does not extend to any subsequent owner or other transferee of the LumiCon Product.

## IMPORTANT RESTRICTION FOR SERVICE

Brickeye may, at its option, restrict warranty service for the LumiCon Product to the country or region where Brickeye or its authorized partner or distributor originally sold the LumiCon Product to the original end user of the LumiCon Product.

## WHAT IS COVERED BY THIS WARRANTY?

Brickeye warrants the LumiCon Product against defects in materials and workmanship when used normally in accordance with Brickeye's published guidelines for a period of ONE (1) YEAR from the date of original retail purchase by the end-user purchaser ("**Warranty Period**").

The "**Brickeye published guidelines**" include, but are not limited to, information contained in technical specifications, user manuals and guidelines, and service communications.

## WHAT IS NOT COVERED BY THIS WARRANTY?

Unless as otherwise prohibited by applicable local laws, this Warranty does not apply to any non-Brickeye branded hardware products or any software, even if such products are packaged or sold with the LumiCon Product. Manufacturers, suppliers, or publishers other than Brickeye may provide their own warranties to you but Brickeye, in so far as permitted by law, provides their products "AS IS".

Where the applicable local laws permit, all software distributed by Brickeye, including, but not limited to the system software of the LumiCon Product, with or without the Brickeye or LumiCon brand or wordmark, are not covered by this Warranty. Software distributed by Brickeye is provided "AS-IS" and "AS AVAILABLE," "WITH ALL FAULTS" and without a warranty of any kind. Please refer to the licensing agreement accompanying the software for details of your rights with respect to its use. Brickeye does not warrant that the operation of the LumiCon Product will be uninterrupted or error-free. Brickeye is not responsible for damage arising from failure to follow instructions relating to the LumiCon Product's use.

**Additionally, this Warranty does not apply:**

(a) to **consumable parts**, such as batteries, protective coatings designed to diminish over time, and sensor products after they are embedded in another material, unless failure has occurred due to a defect in materials or workmanship. As with all batteries, the maximum capacity of the battery will decrease with time and use and such decrease is not a defect and will not be covered by this Warranty. Only defective batteries and batteries that leak are covered by this Warranty;

(b) to **cosmetic damage**, including but not limited to scratches, dents, and cracks;

(c) to **damage caused by use with another product, including**;

(d) to **damage caused by accident, abuse, misuse, liquid and chemical contact, fire, earthquake or other external causes**;

(e) to **damage caused by operating the LumiCon Product outside Brickeye's published guidelines**;

(f) to **damage caused by services performed by anyone who is not (i) an authorized representative of Brickeye or (ii) an authorized distributor, partner or authorized reseller of Brickeye**. For greater clarity, defects or damage resulting from service, testing, adjustment, installation, maintenance, upgrades, expansions alteration, or modification in any way, including but not limited to tampering with or altering the software, by someone other than Brickeye, an authorized representative of Brickeye or an Brickeye partner, are excluded from coverage under this Warranty;

(g) to a **LumiCon Product that has been modified to alter functionality or capability without the written permission of Brickeye**;

(h) to **defects caused by normal wear and tear or otherwise due to the normal aging** of the LumiCon Product, or

(i) to a **LumiCon product or part that has been modified in any manner without the written permission of Brickeye**. Any LumiCon Products or parts thereof that have been altered in any manner so as to prevent Brickeye from determining whether such products or are covered under the terms of this Warranty are excluded from coverage. The forgoing shall include but not be limited to (i) serial numbers, date tags or other manufacturer coding that has been removed, altered or obliterated; (ii) mismatched or duplicated serial numbers; or (iii) broken seals or other evidence of tampering.

DO NOT OPEN THE LUMICON PRODUCT OR ATTEMPT TO REPAIR THE LUMICON PRODUCT YOURSELF; SUCH CONDUCT MAY CAUSE DAMAGE THAT IS NOT COVERED BY THIS WARRANTY.

If damage is outside the scope of this Warranty coverage, repair services may be available at the option of Brickeye, but all costs associated with such out of warranty repair will be your responsibility.

## **YOUR RESPONSIBILITIES**

IF YOUR LUMICON PRODUCT IS CAPABLE OF STORING SOFTWARE PROGRAMS, DATA AND OTHER INFORMATION, YOU SHOULD MAKE PERIODIC BACKUP COPIES OF THE INFORMATION CONTAINED ON THE STORAGE MEDIA TO PROTECT THE CONTENTS AND AS A PRECAUTION AGAINST POSSIBLE OPERATIONAL FAILURES.

Before receiving warranty service, Brickeye or its agents may require that you furnish proof of purchase details, respond to questions designed to assist with diagnosing potential issues and follow Brickeye's procedures for obtaining warranty service.

DURING WARRANTY SERVICE IT IS POSSIBLE THAT THE CONTENTS OF THE LUMICON PRODUCT'S STORAGE MEDIA WILL BE LOST, REPLACED OR REFORMATTED. IN SUCH AN EVENT

Brickeye AND ITS AGENTS ARE NOT RESPONSIBLE FOR ANY LOSS OF SOFTWARE PROGRAMS, DATA OR OTHER INFORMATION CONTAINED ON THE STORAGE MEDIA OR ANY OTHER PART OF THE LUMICON PRODUCT SERVICED.

Following completion of the warranty service your LumiCon Product or a replacement product will be returned to you as your LumiCon Product was configured when originally purchased, subject to applicable updates. Recovery and reinstallation of other software programs, data and information are not covered under this warranty.

## **WHAT WILL Brickeye DO IN THE EVENT THE WARRANTY IS BREACHED?**

If during the Warranty Period you submit a valid claim to Brickeye, Brickeye will, at its option, (i) repair the LumiCon Product using new or previously used parts that are equivalent to new in performance and reliability, (ii) replace the LumiCon Product with a product that is at least functionally equivalent to the LumiCon Product and is formed from new and/or previously used parts that are equivalent to new in performance and reliability, or (iii) exchange the LumiCon Product for a refund of your purchase price.

Brickeye may request that you replace certain user-installable parts or products. A replacement part or product, including a user-installable part that has been installed in accordance with instructions provided by Brickeye, assumes the remaining warranty of the LumiCon Product or ninety (90) days from the date of replacement or repair, whichever provides longer coverage for you. When a product or part is replaced or a refund provided, any replacement item becomes your property and the replaced or refunded item becomes Brickeye's property.

## **HOW TO OBTAIN WARRANTY SERVICE?**

Please contact Brickeye customer service support at [support@lumicon.io](mailto:support@lumicon.io) or call +1-877-873-1792 [●] ("**Brickeye Support**") for the resources described below before seeking warranty service. If the LumiCon Product is still not functioning properly after making use of these resources, please contact Brickeye Support using the information provided below. Brickeye Support will help determine whether your LumiCon Product requires service and, if it does, will inform you how Brickeye will provide it. When contacting Brickeye via telephone, other charges may apply depending on your location.

Brickeye reserves the right to change the method by which Brickeye may provide warranty service to you, and your LumiCon Product's eligibility to receive a particular method of service. Service will be limited to the options available in the country where service is requested. Service options, parts availability and response times may vary according to country. You may be responsible for shipping and handling charges if the LumiCon Product cannot be serviced in the country it is in. If you seek service in a country that is not the country of purchase, you will comply with all applicable import and export laws and regulations and be responsible for all custom duties, V.A.T. and other associated taxes and charges. For international service, Brickeye may repair or replace products and parts with comparable products and parts that comply with local standards.

Information with details on obtaining warranty service is provided below.

## **LIMITATION OF LIABILITY**

EXCEPT AS PROVIDED IN THIS WARRANTY AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, Brickeye IS NOT RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO LOSS OF USE; LOSS OF REVENUE; LOSS OF ACTUAL OR ANTICIPATED PROFITS (INCLUDING LOSS OF PROFITS ON CONTRACTS); LOSS OF THE USE OF MONEY; LOSS OF ANTICIPATED SAVINGS; LOSS OF BUSINESS; LOSS OF OPPORTUNITY; LOSS OF GOODWILL; LOSS OF REPUTATION; LOSS OF, DAMAGE TO, COMPROMISE OR CORRUPTION OF DATA; OR ANY INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE HOWSOEVER CAUSED INCLUDING THE REPLACEMENT OF EQUIPMENT AND PROPERTY, ANY COSTS OF RECOVERING, PROGRAMMING, OR REPRODUCING ANY PROGRAM OR DATA STORED IN OR USED WITH THE LUMICON PRODUCT OR ANY FAILURE TO MAINTAIN THE CONFIDENTIALITY OF INFORMATION STORED IN THE LUMICON PRODUCT.

THE FOREGOING LIMITATION SHALL NOT APPLY TO DEATH OR PERSONAL INJURY CLAIMS, OR ANY STATUTORY LIABILITY FOR INTENTIONAL AND GROSS NEGLIGENT ACTS AND/OR OMISSIONS. Brickeye DISCLAIMS ANY REPRESENTATION THAT IT WILL BE ABLE TO REPAIR ANY LUMICON PRODUCT UNDER THIS WARRANTY OR REPLACE THE LUMICON PRODUCT WITHOUT RISK TO OR LOSS OF INFORMATION STORED ON THE LUMICON PRODUCT.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

## **PRIVACY**

Brickeye will maintain and use customer information in accordance with the Brickeye privacy policy available at <https://www.brickeye.com/terms-of-service>.

## **GENERAL**

No Brickeye reseller, agent, or employee is authorized to make any modification, extension, or addition to this Warranty. If any term is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired. This Warranty is governed by and construed under the laws of the country or region in which the LumiCon Product purchase took place from Brickeye or an authorized representative of Brickeye. Brickeye is identified at the end of this document according to the country or region in which the LumiCon Product purchase took place. Brickeye or its successor in title is the warrantor under this Warranty.