

LumiCon Care Extended Warranty Policy

The extended warranty and service program ("**LumiCon Care**") provided by Advanced Opto-Mechanical Systems and Technologies Inc., operating as Brickeye ("**Brickeye**") for the LumiCon product line and its accessories. LumiCon Care offers additional service options beyond the standard limited warranty coverage.

IMPORTANT: PLEASE READ CAREFULLY. This document sets out the scope of LumiCon Care coverage provided by Brickeye for LumiCon products. It also includes important disclaimers and limitations of liability that may materially affect your rights. By purchasing and enrolling in LumiCon Care, you agree to be bound by the terms of this policy. If you do not accept these terms, you must not use the service.

LUMICON CARE TERMS

1. Who May Use LumiCon Care

LumiCon Care is extended exclusively to the original purchaser ("**Customer**") of the LumiCon product who acquires the product directly from Brickeye or its authorized distributors, resellers, or partners and has purchased and enrolled in the LumiCon Care service. LumiCon Care is non-transferable and does not extend to subsequent owners or transferees.

2. LumiCon Care Enrollment

- LumiCon Care must be purchased at the same time as the LumiCon product.
- LumiCon Care coverage period begins on the date that the product is shipped to the Customer and continues through the date specified in the sales agreement between Brickeye and Customer ("**Coverage Term**").
- LumiCon Care can be renewed if the product remains continuously enrolled in the program without any lapse in coverage.
- An enrollment fee applies for new enrollments and renewals, which must be paid in full at the time of purchase or renewal.
- Enrollment fee is non-refundable.
- Renewal terms are in full-year increments (e.g., 1 year, 2 years, etc.)

3. Coverage Term

LumiCon Care is valid for one (1) year after purchase and is renewable annually ("**Coverage Term**") if the product remains continuously enrolled.

4. Products Covered

- LumiNode and LumiNode2+
- LumiCon Expansion Box

5. What is Covered

LumiCon Care covers:

- Defects in materials and workmanship.
- Failure of the LumiCon product to function in accordance with Brickeye's published guidelines (including user manuals and technical specifications) when used in compliance with such guidelines.
- Accidental damage protection (unlimited incidents of accidental exposure to liquids, chemicals, fire, or other external factors) for damage that affects the functionality of the product.
- Battery replacement.
- Shipment of defective and repaired products to and from Brickeye in the USA and Canada.

6. What is Not Covered

LumiCon Care does not cover:

- Non-Brickeye branded products, even if packaged with or sold alongside the LumiCon product.
- LumiCon software (including system software), which is provided "AS IS" unless otherwise specified in the applicable software license agreement.
- Damage resulting from:
 - Misuse or abuse.
 - Misplaced, lost, or stolen devices

- Unauthorized repairs, modifications, or alterations.
 - Use of incompatible accessories or third-party products.
 - Operating the LumiCon product outside Brickeye's published guidelines.
 - Services, including but not limited to testing, adjustment, installation, maintenance, upgrades, expansions alteration, or modification in any way, performed by anyone who is not an authorized representative of Brickeye.
 - Modification of LumiCon product in any manner without the written permission of Brickeye
- Consumable parts including but not limited to protective coatings and sensor products
 - Normal wear and tear and cosmetic damage (such as scratches, dents, or other superficial impacts) that do not affect the functionality of the product.
 - 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 LumiCon Care including 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.

7. Fees

- Some LumiCon Care services are subject to additional fees per incident per device.
- Customers will be informed of any applicable service fees before service is initiated.
- Payment of service fees is required before the service request is processed.
- Service fees are non-refundable once the service has been performed.
- Brickeye reserves the right to decline service if the required payment is not made in advance.

Fee Schedule for LumiCon Care Enrollments on or after Feb 1, 2025

Enrolment Fee (per device)	Term		
		1 Year	\$45 per year
	2 Year	\$41 per year (\$82 paid in advance)	
	3 Year	\$37 per year (\$111 paid in advance)	
Service Fee (per device per incident)	Service	LumiNode and LumiNode2+	Expansion Box
	<ul style="list-style-type: none"> • Defects in materials and workmanship. • Failure of the LumiCon product to function in accordance with Brickeye's published guidelines (including user manuals and technical specifications) when used in compliance with such guidelines. 	\$0.00	\$0.00
	<ul style="list-style-type: none"> • Accidental damage protection (unlimited incidents of accidental exposure to liquids, chemicals, fire, or other external factors) 	\$24	\$24
	<ul style="list-style-type: none"> • Battery replacement 	\$24	N/A

LIMITATIONS

8. Exclusive Remedies

If a defect covered by LumiCon Care arises during the Coverage Term, Brickeye will, at its sole discretion:

- Repair the defective product using new or refurbished parts.
- Replace the product with a new or refurbished product of equivalent functionality.

All replaced products or parts become the property of Brickeye. Any replacement product assumes the remaining (" of the original product.

9. Limitation of Liability

To the maximum extent permitted by law, Brickeye's total liability under LumiCon Care is limited to the original purchase price of the LumiCon product. Except as provided in this document and to the maximum extent permitted by law, Brickeye is not responsible for direct, special, incidental or consequential damages resulting from any breach of the terms of LumiCon Care 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.

CUSTOMER RESPONSIBILITIES

10. Proof of Purchase

To obtain service under LumiCon Care, Customers must provide a valid proof of purchase, such as an invoice or receipt, issued by Brickeye or its authorized reseller.

11. Data Backup

If the LumiCon product stores data or software, the Customer is responsible for backing up this data prior to seeking LumiCon Care service. Brickeye is not liable for any loss, recovery, or restoration of data during service. During LumiCon Care 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 data or other information contained on the storage media or any other part of the LumiCon product serviced.

12. Adherence to Guidelines

The Customer must use the LumiCon product in accordance with Brickeye's published guidelines. Failure to do so may void LumiCon Care.

HOW TO OBTAIN LUMICON CARE SERVICE

To request LumiCon Care service, contact Brickeye Customer Support at:

- **Email:** support@lumicon.io
- **Phone:** +1-877-873-1792

Customer Support will diagnose the issue and provide instructions for LumiCon Care service, which may include:

- Shipping the defective product to an authorized service center.
- Providing replacement parts or products.

GENERAL TERMS

- LumiCon Care is governed by the laws of the jurisdiction LumiCon product purchase took place from Brickeye.
- No reseller, distributor, or employee is authorized to modify LumiCon Care.
- If any provision of LumiCon Care is held to be invalid or unenforceable, the remaining provisions will remain in full force and effect.

For further information, please visit <https://www.brickeye.com/terms-of-service>.