



These terms and conditions ("Terms and Conditions") apply to the purchase of equipment, products, and spare parts ("Equipment"), including purchases made by the customer ("Customer") through OCULUS' online shop ("Online Shop") and to the performance of all services by OCULUS, Inc. (the "Company"), including repair work (collectively the "Services"). Customer hereby agrees to these Terms and Conditions and acknowledges that the purchase of any Equipment or performance of any Services is expressly conditioned on Customer's acceptance of these Terms and Conditions.

**1. Inspection and Limited Right to Return.** Customer is solely responsible for inspecting the Equipment and ensuring that it meets Customer's specifications and requirements. Customer shall examine and test the Equipment upon delivery and will notify Company in writing, within five (5) calendar days of receipt of the Equipment, of any defects, or any missing or damaged parts. Absent such notice, the Equipment shall be deemed accepted by the Customer, and any right of Customer to reject the Equipment shall cease, upon receipt and the Limited Warranty (defined below) shall be void. Any alteration of the Equipment by Customer also constitutes acceptance. If Customer properly notifies Company of any such defects, or missing or damaged parts pursuant to this Section 1, Customer shall have a limited right to return the Equipment within thirty (30) calendar days of receipt (the "Return Window") provided that Customer properly packs the Equipment, with all of its parts, in the original packaging materials and ships the Equipment, undamaged and insured, to the Company's principal place of business located at: 17721 59th Avenue NE, Arlington, WA 98223 ("Principal Address"). Customer acknowledges and agrees that if Customer returns the Equipment within the Return Window, Customer is responsible for all costs associated with: a) shipping (original delivery and return) and insurance; and b) replacing any damaged or missing parts as solely determined by the Company, the latter of which will be deducted from the total amount refunded to Customer.

**2. Limited Warranty; Remedies.** The Company warrants that (a) the Equipment sold shall be free from defects in materials and workmanship for a period of twelve (12) months after delivery; and (b) Services rendered shall be performed consistent with generally accepted industry standards and shall be warranted for period of six (6) months from the date of performance of the Services provided, however, that Company-certified "pre-owned" and/or demonstration Equipment have a limited warranty period of six (6) months (collectively, the aforementioned warranties are hereinafter referenced the "Limited Warranty"). **THE FOREGOING LIMITED WARRANTY IS THE SOLE WARRANTY PROVIDED, AND THE COMPANY HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** The sole and exclusive remedy related to the Limited Warranty shall be repair or refurbishment of the Equipment at the Principal Address. Customer acknowledges that with respect to any Limited Warranty claim, Customer must give Company written notice of such claim within five (5) calendar days of discovery, or the Limited Warranty shall be void. **IN NO EVENT SHALL THE COMPANY BE LIABLE FOR ANY DAMAGES, WHETHER DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY COSTS OR DAMAGES, INCLUDING WITHOUT LIMITATION, COMPENSATION FOR LOSS OF USE OF THE EQUIPMENT OR LOSS OF PROFITS.** Customer further acknowledges that the foregoing Limited Warranty is contingent on the following: (x) Customer must maintain the Equipment as specified in the (ii) operation manuals pertaining to the Equipment; (ii) correspondence directed to Customer by the Company; and/or (iii) service and maintenance notices automatically generated through the Equipment's systems (which such notices cannot be disabled); (y) Customer agrees to operate/use the Equipment in its intended manner and only for its intended purpose; and (z) Customer, its employees, agents and contractors shall not cause damage to the Equipment through their negligent use, operation or storage of the Equipment. In the event that Customer fails to comply with (x)-(y), the Limited Warranty provided shall be inapplicable and automatically voided. Any repairs or replacement of parts outside of the Limited Warranty shall be at Customer's sole cost and expense.

**3. Payment and Security Interest.** In consideration of the sale of the Equipment and/or the performance of Services by the Company, Customer agrees to pay for the Equipment and for Services rendered in the manner and within the timeframe set forth in the invoice issued by the Company, respectively. If such payment is not timely made, in addition to all other remedies under the law, interest shall accrue on the unpaid balance at the higher of twelve percent (12%) per annum or the highest rate permitted by applicable law. Until the amount owing for the Equipment has been paid in full, Customer hereby grants Company a security interest in the Equipment and consents to the Company filing a UCC-1 financing statement to perfect such interest within ten (10) days of any delinquency or non-payment of the unpaid balance. Customer agrees that while any payment and/or balance remains outstanding, the Equipment will not be sold, assigned, encumbered, transferred or otherwise pledged by Customer or removed from Customer's place of business without the advance written consent of the Company. In the Company's sole discretion, the Company may require Customer to make an initial deposit by credit card for the purchase of certain Equipment, however the balance owed for such purchase shall be paid by check or ACH as detailed on the invoice. Notwithstanding anything to the contrary in these Terms and Conditions, the Company only accepts credit card payments for the purchase of spare parts and Online Shop orders.

**4. Jurisdiction, Venue and Choice of Law.** Customer expressly acknowledges, consents and agrees to the personal and subject matter jurisdiction of the State of Washington. Customer further expressly acknowledges, consents and agrees that the venue for any action relating to the Equipment or Services, or to enforce these Terms and Conditions, shall be in Snohomish County Superior Court State of Washington. These Terms and Conditions are governed by Washington law. In the event the Company must retain an attorney to recover monies owed by Customer to Company, or to otherwise enforce the terms of these Terms and Conditions, Company shall be entitled to recover from the Customer all of the Company's attorney's fees and costs, including costs on appeal and/or in furtherance of debt collection, whether or not suit is initiated.

**5. Indemnification.** Except to the extent of the sole negligence of the Company, Customer agrees to indemnify, hold harmless, and defend the Company, its officers, directors, representatives, agents and employees, with counsel of Company's choosing, from and against any and all costs, losses, damages, demands, expenses, or liability of any kind or nature whatsoever, including attorneys' fees and costs, arising from any third party claims against Company related to (a) Customer's, or its agent's or representative's, use of the Equipment or (b) the Services performed by the Company.

**6. Software.** Subject to Customer's compliance with the terms and conditions contained herein, Company hereby grants to Customer a non-exclusive right and permission to use the software included or associated with the Equipment (the "Software") solely in conjunction with normal and ordinary use of the Equipment as set forth in the Company's operating manual or instructions. Customer acknowledges that the Software, its structure and organization constitute valuable trade secrets of the Company or its suppliers. Except as may be permitted by applicable law, Customer shall not otherwise use the Software and shall not reproduce, modify, translate, enhance, reverse engineer, decompile or disassemble, or create derivative works of the Software and will not otherwise attempt to reconstruct or discover the source code for the Software. Customer agrees to use the Software only with the Equipment purchased from Company.

**7. Entire Agreement; No Oral Agreement.** These Terms and Conditions constitutes the entire understanding and agreement of the parties with respect to Customer's purchase of the Equipment from the Company. All prior agreements, understandings, or representations between the parties with respect to the subject matter of these Terms and Conditions are hereby canceled and are of no further force or effect. It is expressly acknowledged that there are no oral or other agreements which modify or affect this Agreement. To the extent Customer requires the Company to execute any document(s) relating to the purchase of Equipment by Customer from Company, Customer expressly acknowledges, in advance, that the terms and conditions of these Terms and Conditions control over any other terms, or subsequent document or agreement, to the extent any such terms conflict with these Terms and Conditions. Customer understands that Company is expressly relying upon this provision with respect to any sale that takes place between the parties. Customer expressly acknowledges and understands that the Company has made no representations or warranties, verbal or otherwise, other than as expressly included herein.

**8. Warranty of Authority.** If signing on behalf of an entity, the individual signing these Terms and Conditions below warrants and represents that such individual is duly authorized and empowered to enter into these Terms and Conditions and bind the entity hereto.

**9. Non-Waiver.** In the event the Company fails to promptly enforce any right it may possess under these Terms and Conditions, such failure shall not be construed as a waiver to enforce said right by the Company and shall not be deemed a waiver of any subsequent breach of the same or any other term, covenant or condition of the Terms and Conditions.