

LumiCon Limited Warranty Policy

This document outlines the terms and conditions of the warranty ("**Warranty**") provided by Advanced Opto-Mechanical Systems and Technologies Inc., operating as Brickeye ("**Brickeye**") for the "**LumiCon**" product and its accessories as sold to business customers. This Warranty applies solely to original purchasers acquiring LumiCon products for business purposes.

IMPORTANT: PLEASE READ CAREFULLY. This Warranty sets out the scope of Warranty coverage provided by Brickeye for LumiCon products. It also includes important disclaimers and limitations of liability that may materially affect your rights. By using the LumiCon product, you agree to be bound by the terms of this Warranty. If you do not accept these terms, do not use the product and return it within the return period and in accordance with the return procedures provided at the time of purchase.

WARRANTY TERMS

1. Who May Use This Warranty

This Warranty 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. The Warranty is non-transferable and does not extend to subsequent owners or transferees.

2. Warranty Period

Brickeye warrants that the LumiCon hardware product will be free from defects in materials and workmanship under normal use and conditions for a period of one (1) year from the original purchase date ("**Warranty Period**"). For any replacement or repaired product, the Warranty Period will continue for the remaining duration of the original Warranty Period.

3. What is Covered

The Warranty 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.

4. What is Not Covered

The Warranty 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:
 - Accidents, misuse, or abuse.
 - Exposure to liquids, chemicals, fire, or other external factors.
 - 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
- Normal wear and tear
- Consumable parts including but not limited to batteries, protective coatings, and sensor products (i.e., LumiSense and LumiSense Pro) after they are embedded in another material, unless failure has occurred due to a defect in materials or workmanship.
- Cosmetic damage such as scratches, dents, or other superficial impacts that do not affect functionality.
- 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 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.

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.

WARRANTY LIMITATIONS

5. Exclusive Remedies

If a defect covered by this Warranty arises during the Warranty Period, 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.
- Provide a refund of the original purchase price.

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

6. Limitation of Liability

To the maximum extent permitted by law, Brickeye's total liability under this Warranty is limited to the original purchase price of the LumiCon product. 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.

CUSTOMER RESPONSIBILITIES

7. Proof of Purchase

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

8. Data Backup

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

9. Adherence to Guidelines

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

HOW TO OBTAIN WARRANTY SERVICE

To request Warranty 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 Warranty service, which may include:

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

The Customer is responsible for shipping costs unless otherwise specified by Brickeye. For international service, Customers may be responsible for duties, taxes, and shipping fees.

GENERAL TERMS

- This Warranty is governed by the laws of the jurisdiction LumiCon product purchase took place from Brickeye.
- No reseller, distributor, or employee is authorized to modify this Warranty.
- If any provision of this Warranty 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>.