

TERMS & CONDITIONS

Lighthouse Worldwide Solutions Inc. (“LWS”) offers to sell and accepts the purchase of products (“the Products”) by Buyer where Buyer agrees that the sale and purchase of products are made under these Terms and Conditions. Buyer agrees to these Terms and Conditions of Sale in their entirety except in those areas acknowledged in writing by LWS. LWS’s failure to note, challenge or object to any term, condition, or provision by Buyer will not be construed as an acceptance or modification of such provision unless specifically agreed to in writing.

1. **ORDERS:** All orders are subject to approval and acceptance by an authorized representative of the LWS.
2. **TERMS OF PAYMENT:** Payment is expected when an order is placed on the marketplace.
3. **SHIPPING AND DELIVERY:** We will make reasonable efforts to deliver your goods within the estimated timeframe provided at checkout. However, we are not liable for delays or issues caused by shipping carriers, customs processes, or other unforeseen circumstances. All deliveries in the United States will be F.O.B. factory. All International deliveries will be Ex-works factory. LWS will select a carrier for shipment. LWS will not assume any liability in connection with shipment nor will the shipper/carrier be construed to be an agent of LWS. Title and risk of all loss will pass to Customer upon delivery by LWS to carrier. LWS will deliver the Products to a carrier at LWS’s factory and, if the Products are sold to a Customer outside the United States, will clear the Products for export destined outside the United States. Customer will pay all freight charges, applicable import duties, and other necessary fees and will bear the risks of carrying out customs formalities and clearance. All shipments are deemed accepted unless, within ten (10) days of receipt, Customer supplies, in writing, a claim for specific damages. Claims for shipment shortage will be deemed waived unless presented to LWS, in writing, within ten (10) days of receipt. All other claims for loss, damage, or misdelivery must be filed with carrier. All Products shall be deemed accepted by Customer upon receipt subject to LWS’ Return Policy as identified in Section 9.
4. **TAXES AND OTHER CHARGES:** Product prices are exclusive of, and Buyer will pay, applicable sales, use, service, transfer, excise, value added or like taxes.
5. **RETURN POLICY:** We want you to be completely satisfied with your purchase. Please refer to our Return Policy for information on eligibility, procedures, and any associated fees.
6. **LIMITATION OF LIABILITY AND CUSTOMER INDEMNITY:** IN NO EVENT, REGARDLESS OF THE FORM OF ACTION, WILL LWS BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL LOSSES OR DAMAGE ARISING OUT OF THE SALE OF ITS PRODUCTS TO CUSTOMER OR ARISING OUT OF ANYTHING DONE IN CONNECTION WITH THE PRODUCT, INCLUDING, BUT NOT LIMITED TO, LOSSES OR DAMAGE ARISING OUT OF CLAIMS FOR LOSS OF USE, BUSINESS, GOODWILL, OR PROFITS, AND CLAIMS ARISING OUT OF THIRD PARTY ACTIONS, REGARDLESS OF WHETHER SUCH THIRD PARTY, ACTIONS, OR ANY OTHER LOSSES, OR DAMAGES, WERE REASONABLY FORESEEABLE TO CUSTOMER OR LWS. CUSTOMER’S EXCLUSIVE REMEDY ARISING OUT OF ITS PURCHASE AND USE OF LWS’S PRODUCTS, OR ARISING OUT OF ANYTHING DONE IN CONNECTION WITH THE PRODUCT, WILL BE FOR DAMAGES AND NO CLAIM OR CLAIMS OF ANY KIND, WHETHER BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, WARRANTY AND STRICT LIABILITY), STATUTORY OR REGULATORY PROVISIONS, INDEMNITY, CONTRIBUTION, OR OTHERWISE, WILL BE GREATER IN AMOUNT IN AGGREGATE THAN THE PURCHASE PRICE OF THE PRODUCTS IN RESPECT OF WHICH DAMAGES ARE CLAIMED. Buyer will indemnify and hold harmless LWS, its officers, agents, employees, subsidiaries, parents, affiliates and insurers from and against any and all liabilities, damages, losses, claims, lawsuits, including costs and expenses in connection therewith, for death or injury to any persons or loss of any property whatsoever, caused in any manner by Buyer’s possession, use or operation of any Products.
7. **PRODUCT WARRANTY:** Shelf/Storage Life: 3 Years from the date of manufacture. Storage Temperature Limits: Storage must be maintained between -4°F (-20°C) and +86°F (+30°C).



8. PRODUCT DISCLAIMER:

IN NO EVENT:

- i. IS LWS LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES, OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO ANY BREACH OF THIS AGREEMENT, REGARDLESS OF:
 1. WHETHER THE DAMAGES WERE FORESEEABLE;
 2. WHETHER OR NOT LWS WAS ADVISED OF THE POSSIBILITY OF THE DAMAGES; AND
 3. THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) ON WHICH THE CLAIM IS BASED.
- ii. SHALL LWS' AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO LWS UNDER THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM OR \$50,000, WHICHEVER IS LESS.
- iii. THE FOREGOING LIMITATIONS APPLY EVEN IF THE BUYER'S REMEDIES UNDER THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE.

9. **INTELLECTUAL PROPERTY:** All content on our website and our seller website, including product images, descriptions, and logos, is the intellectual property of LWS. You may not use, reproduce, or distribute any content without prior written consent.

10. **APPLICABLE LAW AND ACTIONS TO RECOVER DAMAGES:** The validity, performance, and construction of the contract will be governed by the laws of the State of California. If any provision of these Terms and Conditions is held to be unenforceable, such holding will not affect the enforceability of any other provision. Any legal presumption that terms herein will be strictly construed against the party who drafted such terms or who benefits from such terms will not be employed, in construing or interpreting these Terms and Conditions. Prior to commencement of any legal proceedings, Buyer and LWS will promptly meet at a senior level to attempt to resolve differences. Notwithstanding any attempts to resolve difference or negotiations regarding such difference, any action brought by Buyer against LWS arising out of Buyer's purchase and use of the Products must be commenced within one year after such action accrues and in no event later than two years after date of shipment of such Products.

11. **FORCE MAJEURE:** LWS will be excused for any delay or failure to perform due to any cause beyond its reasonable control, including but not limited to acts of governments, natural catastrophes, acts of Buyer, interruptions of transportation or inability to obtain necessary labor or materials. LWS's estimated shipping schedule will be extended by a period of time equal to the time lost because of any excusable delay. In the event LWS is unable to perform in whole or in part because of any excusable failure to perform, LWS may cancel orders without liability to Buyer.