

Eagle Eye, Inc. Limited Warranty and Technical Support Policy

Terms and Conditions for Limited Warranty and Repairs

1) WARRANTY

All Eagle Eye mechanical / electrical components are warranted against manufacturer's defects in material and workmanship for a period of one (1) year from the time of shipment from Eagle Eye facilities. Eagle Eye's sole obligation under this warranty is limited to repairing the product or, at its option, replacing the product, without additional charge, provided the item is properly returned to Eagle Eye for repair as discussed below. The provisions of this warranty shall not apply to any product which has been subjected to tampering, abuse, improper setup of operating conditions, misuse, lack of proper maintenance or unauthorized user adjustment. Eagle Eye makes no warranty that its products are fit for any use or purpose to which they may be put out by the customer, whether or not such use or purpose has been disclosed to Eagle Eye in specifications or drawings previously subsequently provided, and whether or not Eagle Eye products are specifically designed and/or manufactured for such a purpose. All resold products constituting accessories and secondary components (such as, but not limited to, routers, spindles, vacuum pumps, stepping motors and drives, servo motors and drives, etc.) are subject to their own manufacturer's warranties.

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED. ALL OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHETHER EXPRESSED, IMPLIED, OR ARISING BY OPERATION OF LAW, TRADE USAGE, OR COURSE OF DEALING, ARE HERE DISCLAIMED. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.

2) LIMITATION OF REMEDY

In no event shall Eagle Eye be liable for any incidental, consequential, or special damages of any kind or nature whatsoever. Eagle Eye is in no way liable for any lost profits arising from or connected to this agreement or items sold under this agreement, whether alleged to arise from breach of contract, expressed or implied warranty, or in tort, including without limitation, negligence, failure to warn, or strict liability.

3) RETURN PROCEDURE

Before returning any equipment in or out of warranty, the customer must first receive a return authorization number and packing instruction from Eagle Eye. No claim will be allowed nor credit given for products returned without such authorization. Proper packaging and insurance for transportation is solely the customer's responsibility. After approval from Eagle Eye, the product should be returned with a statement of the problem and transportation prepaid. If upon examination, warranted defects exist, the product will be repaired or replaced at no charge and shipped, prepaid, back to the customer. Return shipment will be by common carrier (e.g., UPS). If rapid delivery is requested by the customer, then such transport is at the customer's expense. If an out-of-warranty situation exists, the customer will be notified of the repair costs immediately. At such time, the customer must issue a purchase order to cover the cost of the repair or authorize the product to be shipped back as is, at the customer's expense. In any case, a restocking charge of 20% will be charged on all items returned to stock. Refer to tech support for policy sheet for more details.

4) FIELD SERVICE

Repairs are ordinarily done at Eagle Eye facility near Chattanooga, TN where all necessary instrumentation is available. This instrumentation is difficult to transport so that field service is severely limited and will only be supplied at Eagle Eye's discretion. If field service is required and is performed at Eagle Eye's sole discretion, all relevant expenses, including transportation, travel time, subsistence costs, and prevailing cost per hour (eight-hour minimum) are the responsibility of the customer. Refer the Tech support policy sheet for more details.

5) UNFORESEEN CIRCUMSTANCES

Eagle Eye is not liable for delay or failure to perform any obligations hereunder by reason of circumstances beyond its reasonable control. These circumstances include, but are not limited to, accidents, acts of God, strikes or labor disputes, laws, rules, or regulations of any government or government agency, fires, floods, delays or failures in delivery of carriers or suppliers, shortages of materials, and any other event beyond Eagle Eye's control.

6) ENTIRE AGREEMENT / GOVERNING LAW

The terms and conditions contained herein shall constitute the entire agreement concerning the terms and conditions for the limited warranty described hereunder. No oral or other representations are in effect. This agreement shall be governed in all respects by the law of the State of Tennessee. No legal action may be taken by any party more than one (1) year after the date of purchase.

Eagle Eye reserves the right to change designs, specifications, prices, and any applicable documentation without prior notice.

Technical Support Policy on back side of Limited Warranty

TECHNICAL SUPPORT POLICY

7) FIELD SERVICE SUPPORT

Labor regarding field service support is subject to availability at a given time and will be charged at a rate of \$100.00 per hour with an eight (8) hour minimum for locations more than one hundred twenty miles away from Eagle Eye's facility near Chattanooga, TN. For locations closer than one hundred twenty miles from Eagle Eye, the eight (8) hour minimum for labor does not apply. However, driving time will be charged at the above stated rate of \$100.00 per hour.

8) TECHNICAL SUPPORT

Technical support via telephone will be billed at a rate of \$100.00 per hour in fifteen (15) minute increments, with a minimum charge of \$35.00 per technical support incident. This rate may be affected by the customer's current technical support subscription status.

Technical support for customers whose warranties are still in effect will be billed as follows:

A) Support for diagnosing mechanical and electrical problems and regarding preventative maintenance issues is provided at no charge up to one (1) hour per incident, this does not include items covered under Item 2 listed below and is governed by the discretion of the technical support agent handling the call.

B) Training regarding third party software and proper installation and use of third party components will be billed at our prevailing technical support rate of \$100.00 per hour.

Manufacturing Agreement for Eagle Eye CNC Inc.

1) Payment terms

All manufactured items will begin production only after receipt of deposit. A 50% deposit is required on all machines. The final balance is due before shipment of the completed product. Any other payment terms will be offered at the sole discretion of Eagle Eye CNC Inc. Alternate terms will be disclosed in writing within the approved invoice.

2) Finance Charges and Late Fees

In event of failure to meet any payment terms, Eagle Eye will attach applicable fees to the final payment due on the account. A late fee of \$25 will be applied each month payment is not received. A finance charge of 17.9% annually, will applied to any unpaid balance.

3) Changes to Agreement

Any changes made to the original invoice will be allowed by the sole discretion of Eagle Eye. If changes are authorized, the price of the product may increase and completion date be postponed. No changes will be allowed on completed portions of the product.

4) Completion Date

The completion time is approximate. Availability of components purchased from Eagle Eye's suppliers may delay production. Eagle Eye will do everything possible to ensure timely completion of your product. No discount or compensation will be provided to customers for delay in delivery.