LIMITED WARRANTY

Agreement between Cleanbox and our Clients:

**Purchase price and payment**

The client will pay for the goods order in full before shipment. Subject to credit card and wire transfers fees.

**Warranty**

Cleanbox products come with a one-year manufacturer’s warranty for guarantee against faulty parts or lights. Cleanbox will cover at no cost the replacement cost of any parts that are deemed to have been damaged during manufacturing. This warranty does not cover costs of parts damaged in the course of use by the customer. For ongoing maintenance Cleanbox offers replacement parts at a minimal cost.

**Product**

The goods are sold “as is” without representation or warranties of any kind outside of the manufacturers’ warranty previously outlined. To the fullest extent permitted by applicable law, Cleanbox expressly disclaims all warranties, whether express, implied, statutory or otherwise, including but not limited to, any implied warranty of merchantability or fitness for a particular purpose, and any warranty arising from course of performance, course of dealing or usage in trade.

**Use as directed**

Product must be used as instructed to result in the efficacy promised. Cleanbox is not liable for misuse of the product.

**Inspection**

Inspection will be made by the client at the time and place of delivery, and the client will notify Cleanbox corporate offices or sales contact of any defects in the goods within three days of delivery.

**Claims**

The client’s failure to give notice of any claim within three days after delivery of goods will constitute an unqualified acceptance of the goods and a waiver by the client of all claims with respect to the goods.

**Excuse for delay or failure to perform**

Cleanbox will not be liable in any way for any delay, non-delivery or default in shipment due to labor disputes, transportation shortage, delays in receipt of material, priorities, fires, accidents and other causes beyond the control of Cleanbox or its suppliers. If Cleanbox, in its sole judgment, will be prevented directly or indirectly, on account of any cause beyond its control, from delivering the goods at the time specified or within 120 days after the date of an order, then Cleanbox will have the right to terminate this order by notice in writing to the client, which notice will be accompanied by full refund of all sums previously paid by the client for the goods that Cleanbox is unable to deliver. Should Cleanbox be confident that any such delay is temporary, Cleanbox retains the right to assume the order as standing and will deliver the product at the earliest availability.

**Limitation on damages**

In no event shall Cleanbox be liable concerning the goods or any other subject matter of this order, regardless of the form of any claim or action (whether in contract, negligence, strict liability or otherwise), for any (a) indirect, punitive, incidental, reliance, special, exemplary or consequential damages including, but not limited to, loss of business, revenues, profits or goodwill, even if Cleanbox has been advised of the possibility of such damages or (b) aggregate damages in excess of the amounts paid to Cleanbox under this agreement. These limitations will not apply to the extent void or prohibited by law.

**Cancellation**

Cleanbox reserves the right to cancel this order: (a) if the client fails to pay in full for any shipment when due; (b) in the event of the client’s insolvency or bankruptcy; or (c) if Cleanbox deems that its prospect of payment is impaired.

**Returns**

All sales are final.

**Mediation and arbitration**

If any dispute arises relating to Cleanbox Sales, Terms & Conditions and is not resolved through informal discussion within 14 days after the date a dispute arises, the parties agree to submit the issue first before a non-binding mediator and to an arbitrator in the event that mediation fails. Any dispute submitted to arbitration will be finally resolved by binding arbitration conducted in accordance with the State of California arbitration rules & procedures. The place of arbitration will be Los Angeles, California, unless otherwise agreed between the parties. The proceedings will be in English, and the governing law will be as set forth in the general provisions below. The parties agree that the results of the arbitration will be final and binding upon the parties, and that judgment on the arbitral award may be entered in any court of competent jurisdiction. This section shall not prevent a party from seeking interim injunctive relief from a court of competent jurisdiction pending final resolution of a dispute.

**General provisions**

A. Cleanbox systems are not for re-sale or rental. All reseller, distributor, rental or other vendor relationships will be defined under separate terms and agreements.

B. These sales terms & conditions cannot be modified in any way except in writing by Cleanbox.

C. These sales terms & conditions will be governed by and construed in accordance with the laws of the State of California in the United States.

D. This constitutes the entire agreement between the client and Cleanbox with respect to the subject matter hereof and supersedes all previous negotiations, understandings or agreements relative thereto (written or oral).

E. In the event that any provision of these sales terms & conditions is determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that these sales terms & conditions will otherwise remain in full force and effect and enforceable.