

**WORLD INTEC AMERICA, INC.**  
**GENERAL TERMS AND CONDITIONS OF SERVICES**

**1. Scope.**

Subject to the terms and considerations set forth herein ("Terms"), World Intec America, Inc. ("WITCA") agrees to provide repairs, maintenance, or replacement of parts of Customer's goods ("Services"), which is set forth in one or more statements of work to be issued by WITCA and accepted by Customer ("Statement of Work"), and Customer agrees to pay the fee set forth in the Statement of Work. The initial accepted Statement of Work is attached as Exhibit A.

**2. Deliveries.**

WITCA strives to meet estimated delivery timelines for the Services; however, all completion dates are provided for informational purposes only and are not guaranteed.

Customer may not cancel an order solely due to delays, except where such cancellation is required by applicable California consumer protection laws.

**3. Fee Estimates.**

- a) WITCA requires disassembly of goods to diagnose the technical issues and confirming the availability of replacement parts prior to providing fee estimates ("Estimates") to Customer. Estimates are provided solely for reference and information, and the actual fees may vary if hidden defects are discovered once Service commence.
- b) If Customer declines to receive Estimates, the following flat-rate fees apply:
  - DI equipment and accessories: \$48 flat fee plus related shipping fee.
  - PRO equipment: \$99 flat fee plus related shipping fee.
- c) Services will not commence unless Customer signs the Statement of Work or other document agreed by WITCA.
- d) WITCA reserves the right to refuse to provide Services if they are deemed unfeasible. In such cases, only return shipping and packaging costs will be charged.
- e) Customer must respond to Estimates within six months. Unclaimed devices will be stored for up to one year until the later of the date of completion of Services or the date of providing Estimates, after which WITCA reserves the right to dispose of them.

**4. Warranty.**

- a) WITCA warrants to perform its Services in a timely, workmanlike, and professional manner in accordance with generally recognized industry standards for similar services.
- b) WITCA warrants the Goods will be free from defects in material and workmanship with respect to the scope of the Statement of Work for six months ("Warranty Period") after the completion of the Service, excluding batteries, minor intervention packages, and accessories, and ordinary wear and tear, unless otherwise required by California law.
- c) WITCA makes no warranties except for that provided in this section 4. all other warranties express and implied are expressly disclaimed.
- d) In the event Customer disputes the result of Services and brings any claims on breach of warranty against WITCA for Services, Customer shall submit such claims in writing. Additional repairs under warranty are performed free of charge but are limited to the scope of the original scope of the Service.

**5. Transportation.**

- a) Subject to b) below, Customer shall pay for both outbound shipping to WITCA and return shipping to Customer. If Customer does not have an open account with WITCA, return shipping costs must be prepaid before actual shipment by WITCA.
- b) For repairs within Warranty Period, Customer shall pay for the outbound shipping costs to WITCA, and WITCA shall pay for the return shipping costs to Customer.
- c) WITCA is not responsible or liable for any damages or loss to goods caused during shipping to WITCA. It is the Customer's responsibility to use appropriate packaging, even when items are picked up by WITCA. Shipments by WITCA are made prepaid or freight collect at the most economical rates unless otherwise requested in writing by Customer.

**6. Payment Terms.**

- a) In consideration of the Terms, Customer shall pay the fees including actual replacement parts and other reasonable expenses incurred in accordance with Statement of Work. All invoices are due upon receipt unless otherwise agreed in writing. Customer with an open account must make payment by the 10th of the month following the invoice date.
- b) Customer shall be responsible for all sales, use, and exercise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, or local government on any amounts payable by Customer hereunder, and to the extent WITCA is required to pay such sales, use, exercise, or other taxes or other duties or charges, Customer shall reimburse WITCA in connection with its payment of fees and expenses.

- c) Disputes over product functionality or Services do not justify withholding or delaying payment. WITCA may charge reasonable interests on overdue payments at the maximum rate permitted by California law, calculated daily and compounded monthly.

**7. Limitation of Liability.**

- a) WITCA will not accept liability for damages resulting from Customers' improper use, accidents, negligence, failure to follow manufacturer's instructions, additional repairs after Services, and parts and accessories sold separately from goods (unless defective upon tender to WITCA and subject to Services).
- b) in no event shall witca be liable to customer or to any third party for any loss of use, revenue, or profit, or for any consequential, incidental, indirect, exemplary, special, or punitive damages whether arising out of breach of contract, tort (including negligence), or otherwise, regardless of whether such damage was foreseeable and whether or not witca has been advised of the possibility of such damages, and notwithstanding the failure of any agreed or other remedy of its essential purpose.
- c) In no event shall WITCA's aggregate liability arising out of or related to the service, whether arising out of or related to breach of contract, tort (including negligence), or otherwise, exceed the aggregate amounts paid or payable to WITCA.

**8. Force Majeure.**

- a) No party shall be liable or responsible to the other party, or be deemed to have defaulted under or breached Terms, for any failure or delay in fulfilling or performing Terms (except for any obligations of the Customer to make payments to Service Provider hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("Impacted party") control, including, without limitation, the following force majeure events ("Force Majeure Event(s)": (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of the Statement Work; and (f) other similar events beyond the control of the Impacted party.
- b) The Impacted party shall give notice within 7 days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The Impacted party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted party's failure or delay remains uncured for a period of 30 days following written notice given by it under this Section, the other party may thereafter terminate the agreement concerning the Service upon 5 days' written notice.

**9. Entire Agreement/Amendment.**

Terms constitute the sole and entire agreement of the parties with respect to the Services, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter. No amendment to or modification of or termination of Terms is effective unless it is in writing and signed by each party.

**10. Governing Law and Dispute Resolution.**

These Terms are governed by the laws of the state of California, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the state of California. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation, or proceeding only in the state of California.

**11. Severability.**

If any term or provision of Terms is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

**EXHIBIT A**  
**STATEMENT OF WORK**

DATE: \_\_\_\_\_

CUSTOMER NAME:

ADDRESS:

PHONE NUMBER:

EMAIL ADDRESS:

GOODS:

DESCRIPTION OF SERVICES:

FEES:

DELIVERY DATE:

NOTES:

CUSTOMER:

By \_\_\_\_\_

NAME: