

**Theia Technologies**  
**General Terms and Conditions of Sale and Warranty**

This sale is subject to the terms and conditions set forth below, which supersede any and all terms and conditions set forth in any documents issued by Purchaser, including Purchaser's purchase order. No waiver or amendment of these terms and conditions shall be binding unless made in writing and signed by Theia Technologies. Theia does not offer any warranty on the suitability of Theia lenses or related products for any particular camera or application (see the clause on Limitations).

**Lens Installation**

The Operator's Manual that arrives with the lens contains important installation, use, and maintenance information including the requirement (if applicable) to invert the camera or image and keep the focus set to the NEAR position during installation. Theia Technologies' Linear Optical Technology® which is used in some of Theia's lenses allows the ultra, wide-angle lens to maintain very low distortion inverts the image. This requires the camera to be mounted upside down or the image to be inverted electronically. Refer to your camera's operator's manual to invert the camera or image. The lens will arrive with the focus set to the NEAR position. Keep the lens in this position during installation to avoid possible interference between the lens and IR cut filter of the camera. After installation, the lens can be focused normally.

**Motorized Lenses**

Theia's motorized lenses are intended for integration into cameras and require motor drivers and controllers for normal operation. Theia will work with the camera manufacturer to ensure that the camera motor controller matches the lens motor control specifications and requirements. For example, there are many types of connectors for electrical connections between the camera and lens. The connectors on Theia's lenses may not be compatible with any particular camera. Theia cannot guarantee that any motor controller not sold by Theia will not damage the lens.

These motorized lenses are not intended for continuous use of the motors as in PTZ applications. Refer to the individual lens specification for motor speed and temperature limits, missed step and backlash tolerances.

**Motorized Lens Motor Controller**

A controller is available from Theia for evaluation of Theia's motorized lenses. This controller and accompanying software are intended to be used as a lens evaluation instrument and not intended to be used as-is in the customer's product. Theia may change the motor control board or software without notice and without regard for backwards compatibility.

If the customer wishes to use the motor control board in their final product the customer is responsible for qualifying and certifying the motor control board and software.

**Payment**

Payment shall be in U.S. Dollars, and shall be due and payable in accordance with the terms set forth on the applicable Theia Technologies Quotation. Payment shall be in an amount equal to the purchase price for the applicable Product plus all applicable taxes, shipping charges, and other charges to be borne by Purchaser.

**Theia Technologies**  
**General Terms and Conditions of Sale and Warranty**

**Shipment and Risk of Loss**

All Products shipped by Theia Technologies shall be packaged in Theia Technologies shipping cartons so as to prevent damage and shall be delivered to a common carrier, Ex Works Theia Technologies facilities in Wilsonville, OR, USA, or Ex Works Bogor, Indonesia at which time risk of loss shall pass to Purchaser. All freight, insurance, and other shipping expenses, as well as expenses for any special packing requested by Purchaser and provided by Theia Technologies, shall be paid by Purchaser.

**No further export**

Products sold by Theia may be exported from the United States only in accordance with the Department of Commerce's Export Administration Regulations (EAR). Diversion contrary to United States law is prohibited. You warrant and represent that you are eligible to receive Products under United States law and agree to abide by any export or re-export restrictions. Theia may discontinue shipping to one or more countries at anytime without notice.

**Warranty**

Theia Technologies warrants its Products, when purchased new, to be free from manufacturing and material defects. Theia Technologies further warrants that its Products are fit and safe for their intended purpose consistent with the Operator's Manual and relevant Product specifications. Theia Technologies, at its option, will repair or replace a defective Product for a period of 2 years after purchase by the original buyer for covered defects. Shipment for warranty service must be accompanied by a return merchandise authorization (RMA) number which must be obtained from Theia Technologies. Shipment to Theia Technologies will be paid for by the customer. Shipment after repair or replacement of the Product will be paid by Theia Technologies and shipped by ground service unless the customer requests and pays for expedited shipping charges.

**Out of warranty repairs**

The customer will pay for shipping to Theia Technologies for an estimate for repair. Theia Technologies will provide a quotation for repairs to the customer via email or first class mail. The quotation must be signed and returned before repairs can be started. The quotation will include shipping by ground service back to the customer. Other shipping options are available at additional cost. If the quotation is not accepted and the customer requests the lens be returned, the customer must pay for shipping and handling to return the lens.

**Warranty after repair**

After any repair the lens will be warranted to be free of defects from manufacturing and materials for 90 days effective from the date of shipping or the remainder of the original 2 year warranty, whichever is longer.

**Theia Technologies**  
**General Terms and Conditions of Sale and Warranty**

**Limitations**

The Seller does not warrant that the Products will be suitable for all end user applications and is not responsible for incorrect or erroneous product selection. This warranty does not cover equipment that has been installed incorrectly, altered from its original state, abused, misused, intentionally or accidentally damaged. This warranty does not cover damage during shipping. Minor defects such as dents and scratches that do not affect lens performance will not be covered under this warranty.

**No further warranty**

Theia Technologies makes no further warranty, expressly or implied, including merchantability or fitness for a particular application. In no event shall Theia Technologies be responsible for consequential or incidental damage or loss due to the use of Theia Technologies' equipment. The customer agrees that the sole and exclusive maximum liability of Theia Technologies arising from any product sold by Theia will be the price of the product ordered. To the maximum extent permitted by law, Theia and its suppliers will have no liability to the customer or any third party for any indirect, special, incidental, punitive, and/or consequential damages, even if advised of the possibility of such damages.

**Returns**

Returns for non-warranty issues will only be accepted within 60 days after the purchase by the original buyer, subject to a 15% restocking fee. Shipment for returns must be accompanied by a return merchandise authorization (RMA) number which must be obtained from Theia Technologies. All expenses for shipping and insurance for the return will be borne by the buyer. It is the buyer's responsibility to ensure that the Products are adequately packed to avoid damage during shipping. All returned Products must include all accessories and packaging (for example: lens caps, desiccant, bubble wrap) and documentation (Operator's Manual) included in the original shipment and the original lens containment box. Upon inspection by Theia Technologies and verification that the returned Product is in like-new condition Theia will issue a credit to the buyer for all undamaged Products. For warranty returns, see the Warranty section above.

**General Provisions**

Notwithstanding any other provision hereof, performance by Theia Technologies shall be excused to the extent that performance is rendered commercially unreasonable by acts of God, war, fire, flood, riot, power failure, embargo, material shortages, strikes, governmental acts, man-made or natural disasters, earthquakes, failure of limitation of supply, or any other reason where failure to perform is beyond the reasonable control and not caused by the negligence of Theia Technologies. The time for performance shall be extended for time period lost due to the delay. This Agreement shall be governed by and construed under the laws of the State of Oregon, USA, without reference to conflict of laws. These terms and conditions set forth the entire agreement and understanding of Theia Technologies and Purchaser with respect to the sale and distribution of Products between the parties.