

# Terms and Conditions

## Customer's Acceptance of Terms and Conditions

By placing an order with Motion Workshop for a hardware or software product (collectively referred herein as Product), the Customer agrees to be bound by these Terms and Conditions, Software License, and Limited Warranty Terms. The Customer will be bound by these Terms and Conditions regardless of any prior written or oral representation, agreement, quote, or other communications between the Customer and any representative, employee, or distributor of Motion Workshop.

## Payment

The Customer agrees to pay in advance by credit card, check, bank wire transfer, or online payment service. At the sole discretion of Motion Workshop, the Customer may pay by letter of credit, net 30 days.

## Shipping

The Product purchased by the customer from Motion Workshop shall be shipped FOB our distribution center. Motion Workshop will arrange shipment with a common carrier such as Fedex, UPS, or DHL, but the customer pays for shipping and insurance costs in advance, and retains ownership of the goods once the goods are transferred to the common carrier. Customers located outside of the US are responsible for paying any applicable customs duties or taxes.

## Returns

The Customer may return the product within fourteen (14) days of receipt of shipment, for any reason. The Customer must pay for shipping and insurance FOB Motion Workshop's distribution center. At the sole discretion of Motion Workshop, a product may be returned after fourteen days of receipt of shipment, but a fee of 25% of the purchase price will be charged.

## Termination

Motion Workshop has the right to terminate this Agreement in the event of insolvency of the Customer. If, as a consequence of force majeure, either the Customer or Motion Workshop is prevented from meeting any obligation, neither party will be bound by said obligation. If force majeure continues to last for sixty (60) days, the Customer or Motion Workshop are entitled to terminate this Agreement, with no rights of compensation for refunds or damages of any kind.

## Legal and Regulatory Compliance

Motion Workshop complies with applicable export control laws and regulations. The Customer acknowledges that the Customer is responsible for compliance with all applicable local, national, and international laws and regulations, including export and/or re-export regulations, as these laws and

regulations relate to the use of The Product. The Customer acknowledges that the Customer is allowed under US Export law.

## Life Support Applications

Products of Motion Workshop are not intended or authorized for use as in applications intended to sustain or support life, or for any application in which failure or malfunction of the Product could cause personal injury or death. Should the Customer use The Product for any such unauthorized application, Customer shall indemnify and hold Motion Workshop and its officers, employees, subsidiaries, affiliates, and distributors harmless against all claims, costs, damages, and expenses, and reasonable attorney fees arising out of, directly or indirectly, any claim of personal injury or death associated with such unauthorized use, even if such claim states that Motion Workshop was negligent regarding the manufacture or design of The Product.

## Jurisdiction

The rights and obligations of the parties under these terms shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods. Instead, the rights and obligations of the parties under this contract shall be governed by the laws of the State of Washington, USA (without regard to principles of conflict of law). Any enforcement of these terms shall occur in the courts of King County, Washington State.

## Limitation of Liability

MOTION WORKSHOP IS NOT RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING IN CONNECTION TO A MOTION WORKSHOP PRODUCT, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO LOSS OF USE; LOSS OF REVENUE; LOSS OF ACTUAL OR ANTICIPATED PROFITS (INCLUDING LOSS OF PROFITS ON CONTRACTS); LOSS OF THE USE OF MONEY; LOSS OF ANTICIPATED SAVINGS; LOSS OF BUSINESS; LOSS OF OPPORTUNITY; LOSS OF GOODWILL; LOSS OF REPUTATION; LOSS OF, DAMAGE TO OR CORRUPTION OF DATA; OR ANY INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE HOWSOEVER CAUSED INCLUDING THE REPLACEMENT OF EQUIPMENT AND PROPERTY.

## Software License

The software portion of the Product, any software delivered with the Product, and embedded software in the Product, collectively referred to as the "Software", are subject to the following terms and conditions. Motion Workshop grants to the Customer a limited, nonexclusive, non transferable license, to install and use the Software on a single computer. The Customer acknowledges that Motion Workshop retains ownership of the Software title and all proprietary rights in the form of copyrights, trade secrets, intellectual property rights, and potential patent rights related to the Software. The Customer shall not reproduce, manufacture, or redistribute the Software. The Customer may produce a duplicate copy of the software for backup purposes only. The Customer is prohibited from decompiling, disassembling, or otherwise reverse engineering the software and its files, nor causing or allowing any

third party to do the same. Use of the Software is provided “as is” and any, express, implied or statutory warranties are disclaimed.

## Hardware Limited Warranty

Motion Workshops warranty obligations for this hardware product are limited to the terms set forth below: Motion Workshop, as defined below, warrants this hardware product against defects in materials and workmanship under normal use for a period of ONE (1) YEAR from the date of purchase by the original purchaser (“Warranty Period”). If a hardware defect arises and Motion Workshop receives a valid claim within the Warranty Period, at its option and as permitted by law, Motion Workshop will either: (a) repair the product, using new or refurbished replacement parts, at no charge, (b) exchange the product with a product that is new or which has been manufactured from new or serviceable used parts and is at least functionally equivalent to the original product, (c) provide the original purchaser new or refurbished user-installable replacement parts, if applicable, or (d) refund the purchase price of the product. A replacement product or part, including a user-installable part, assumes the remaining warranty of the original product or ninety (90) days from the repair or replacement date, whichever provides longer coverage for you. Before a refund is given for a product, said product must be returned to Motion Workshop. After a refund is given for a product, said product becomes property of Motion Workshop. If a valid warranty claim is received by Motion Workshop after the first one hundred and eighty (180) days of the Warranty Period, the end-user purchaser may be charged for shipping and handling for any repair or exchange of the product.

## EXCLUSIONS AND LIMITATIONS

This Limited Warranty applies only to the hardware product manufactured by or for Motion Workshop that can be identified by the “GLI Interactive”, “ Motion Workshop”, “MotionNode”, or “Shadow” trade name affixed to it. Motion Workshop, to the extent permitted by law, provides their products “as is”. Software distributed by Motion Workshop is not covered under this Warranty. Motion Workshop does not warrant that the operation of the product will be either error-free or uninterrupted. Motion Workshop is not responsible for damage due to or related to misuse of the product. This warranty does not apply to damage caused by use with products not manufactured by or for Motion Workshop; to damage arising from lack of compliance with instructions related to the product's use; to damage caused by accident, abuse, misuse, flood, fire, earthquake or other external causes; to damage caused by operating the product outside the permitted or intended uses described by Motion Workshop; to damage caused by service performed by anyone who is not a representative of Motion Workshop; to a product or part that has been modified to alter functionality or capability; or if any printed label or serial number has been modified, defaced or removed from the product.

THIS WARRANTY AND THE REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL OR WRITTEN, STATUTORY, EXPRESS OR IMPLIED, TO THE EXTENT PERMITTED BY LAW. AS PERMITTED BY LAW, MOTION WORKSHOP EXCEPT AS PROVIDED IN THIS WARRANTY AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, MOTION WORKSHOP IS NOT RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO LOSS OF USE; LOSS OF REVENUE; LOSS OF ACTUAL OR ANTICIPATED PROFITS

(INCLUDING LOSS OF PROFITS ON CONTRACTS); LOSS OF THE USE OF MONEY; LOSS OF ANTICIPATED SAVINGS; LOSS OF BUSINESS; LOSS OF OPPORTUNITY; LOSS OF GOODWILL; LOSS OF REPUTATION; LOSS OF, DAMAGE TO OR CORRUPTION OF DATA; OR ANY INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE HOWSOEVER CAUSED INCLUDING THE REPLACEMENT OF EQUIPMENT AND PROPERTY. THE FOREGOING LIMITATION SHALL NOT APPLY TO DEATH OR PERSONAL INJURY CLAIMS, OR ANY STATUTORY LIABILITY FOR INTENTIONAL AND GROSS NEGLIGENT ACTS AND/OR OMISSIONS.

No Motion Workshop reseller, agent, or employee is authorized to make any modification, extension, or addition to this warranty. If any term is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired.

## Contact

Contact Motion Workshop by email at [info@motionshadow.com](mailto:info@motionshadow.com) to obtain warranty service.

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