



FoodSpot

UNATTENDED MICROSTORES

June 2024

TERMS and CONDITIONS Sales

1. **Subscription Term.** By purchasing a FoodSpot smart fridge you agree to a 36 month services bundle subscription term for each fridge at \$199/mo. Service bundles start the day the unit is shipped and includes operations app, dashboard, cellular data plan, web hosting and operator support. Term will renew in 1 year increments and require a 60 day termination notice.
2. **Refunds.** Upon purchase we start engineering your custom smartphone operations apps and dashboard. We can refund 50% up until the time of shipping, no refunds can be made after your fridge has shipped.
3. **Shipping.** Shipments are FOB FoodSpot, freight class 150, and are not eligible for refusal at the time of delivery. Buyer has 24 hours to inspect, document damage and file a claim with the carrier.
4. **Warranty.** ONE YEAR PARTS AND LABOR FoodSpot warrants to the original purchaser of our Smart Fridge that such equipment is free from defects in material and workmanship, under normal use, proper maintenance, and service as indicated by FoodSpot user and operation instructions, for a period of one year from the date of shipment from the manufacturer. Relocation of the fridge without FoodSpot approval and professional movers may void the warranty. FoodSpot reserves the right to examine any product claimed to be defective. Units must be in a conditioned environment or warranty will be void. NO CLAIMS CAN BE MADE AGAINST FOODSPOT FOR SPOILAGE OF FOOD, LOST REVENUE OR CONSEQUENTIAL DAMAGES. This warranty is not assignable and will only be honored with the original purchaser.
5. **Limitation of Liability.** IN NO EVENT SHALL SELLER BE LIABLE FOR ANY ANTICIPATED PROFITS, NOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR CONNECTED WITH THIS SALES ORDER OR THE PRODUCT(S), REGARDLESS OF WHETHER A CLAIM IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, NOR SHALL SELLER'S AGGREGATE CUMULATIVE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL OF THE AMOUNTS PAID TO SELLER FOR THE PRODUCT(S) SOLD HEREUNDER.
6. **Taxes.** All prices are exclusive of any sales, use, excise or other taxes, duties and charges of any kind imposed by any governmental authority on any amounts payable to Buyer. Buyer shall be responsible for all such charges, costs, and taxes; provided that Buyer shall not be responsible for any tax imposed upon Seller based on Seller's income.
7. **Compliance with Law and Seller Recommendations.** Buyer's use of the Product(s) shall comply with all applicable laws, regulations and ordinances including but not limited to any HACCP plan for properly cooking, cooling, and storing food.
8. **Indemnity.** Buyer shall indemnify and hold Seller harmless from and against all claims, loss, damages, liabilities, costs, and expenses including attorneys' fees arising out of buyer's improper food preparation or storage practices.
9. **Governing Law.** The Sales Order and these Terms are subject to the laws of the State of California, and Buyer consents that the exclusive jurisdiction and venue for any action shall be in the state and federal courts located in Alameda County, California.
10. **Severability.** If any provision of these Terms and Conditions is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision shall be adjusted to the minimum extent necessary to cure such invalidity. The invalidity or unenforceability of one provision shall not affect any other.
11. **Future Pricing.** FoodSpot reserves the unqualified right to change the future prices of its Services, and all or part of the Services which may include, without limitation, the addition or withdrawal of features, products, services, software or changes in instructions, provided that such changes in the Services will not result in a material reduction in the level of performance, functionality or availability of the applicable Services. Notwithstanding the foregoing, upon 30 days' notice, FoodSpot may withdraw a product, service or software from the market. New products or services introduced by FoodSpot may be subject to terms and restrictions not set forth herein.
12. FoodSpot has implemented commercially reasonable technical and organizational measures designed to secure Company Content and Customer Information from accidental loss and from unauthorized access, use, alteration or disclosure. However, FoodSpot cannot guarantee that unauthorized third parties will never be able to defeat those measures or use Company Content or Customer Information for improper purposes.