

TERMS AND CONDITIONS OF REPAIR

STARLITE PRODUCTIONS (“STARLITE”, “WE” “US”, “OUR”) RESERVES THE RIGHT TO CHANGE THESE TERMS AT ANY TIME AS WE SEE FIT. IT IS THE RESPONSIBILITY OF ANY CUSTOMER OR PROSPECTIVE CUSTOMER (“CUSTOMER”, “YOU”, “YOUR”) TO READ THESE TERMS OF SERVICE CAREFULLY. BY SUBMITTING YOUR PRODUCT TO STARLITE PRODUCTIONS FOR SERVICE OR SUPPORT YOU AGREE TO BE LEGALLY BOUND BY THESE TERMS AS THEY EXIST, OR AS THEY ARE UPDATED OR AMENDED. IF YOU DO NOT ACCEPT THESE TERMS, THEN YOU SHOULD NOT SUBMIT YOUR PRODUCT TO STARLITE.

1. Acceptance; Payment.

You have requested service from Starlite who will attempt to diagnose and provide, or suggest a solution to the problem(s) presented by you in exchange for a fee. Unless your product is repaired under warranty or extended service contract without charge, payment for repairs are to be made directly to Starlite when you authorize service. Unless specified otherwise, the estimated amount includes all parts, labor, and certain transportation required for the repair of the product plus any applicable tax, and return shipping and handling charges.

2. Proper Packaging

Please use original factory packaging when available to ship your product to Starlite in order to reduce the likelihood of shipping damage. If you do not have original factory packing, please use care to package your product adequately to avoid damage in transit. Starlite will not be held liable for improperly packaged products and reserves the right to repack your product properly for the return shipment and charge you for the packaging and service.

3. Lien; Late Payment; Default

By providing your product to Starlite for service, an express Mechanic's Lien is hereby acknowledged by you to secure the amount of the repairs thereto. You also agree to pay all costs of collection, including reasonable attorney fees, court costs and expenses incurred by Starlite in protecting its rights under this Agreement and you shall be obligated to pay, as interest, a sum equal to the lesser of one and one-half (1 ½) percent per month (or any part thereof), or the highest interest rate permissible by law, on the aggregate unpaid balance due until the entire balance, including interest charges, is paid in full.

4. Service Exclusions and Diagnostic Fee

Starlite may charge you a diagnostic fee, including shipping charges (“Diagnostic Fee”). If, upon inspection of your product, Starlite determines that the product does not require service; or, if a satisfactory repair is not possible due to condition of the product, the unavailability of parts, or other reasons; or, if a repair is not desirable due to the cost, or other factors and you choose not to proceed with repairs, you will still be charged the evaluation and diagnostic fee (per item) as well as return shipping charges.

If service requires additional labor or parts that were not specified in the estimated charges, Starlite will ask for your approval of a revised estimate. If you are unavailable to approve these additional charges, no further work may be performed until approval of the revised estimate is received. We are not responsible for delays in the completion of a service as a result of our inability to receive feedback from you related to the repair process. If you do not agree that Starlite may revise the estimated charges, Starlite will return your product and charge you the Diagnostic Fee. No work will be done to troubleshoot or resolve issues that do not affect the normal operation of the equipment and are not requested by the customer. Starlite reserves the right to refuse service on products that are damaged due to accident, abuse, neglect misuse (including faulty installation, repair, or maintenance), unauthorized modification, extreme environment (including extreme temperature or humidity) extreme physical or electrical stress or interference, fluctuation or surges of electrical power, lightning, static electricity, fire, acts of God or other external causes. In such event, Starlite may return the product to you without servicing it, and may charge you the Diagnostic Fee.

5. Service

Starlite will service your product as described to you for the estimated charges stated (unless such charges are revised with your prior oral or written consent). As part of the service Starlite may provide both labor and the necessary parts or materials, but may direct that you replace certain readily installable parts yourself. In servicing your product, Starlite may use new parts or parts equivalent to new in performance and reliability, or Starlite may exchange the product with a product that is new or equivalent to new in performance and reliability and is at least functionally equivalent to the original product. Optionally, Starlite may utilize refurbished or used parts with your prior approval. Starlite will retain the replaced part that is exchanged under the service as its property, and the replacement part will become your property. Replaced parts may be repairable or have exchange value to Starlite. To the extent permitted by applicable law, you hereby waive any right you may have to receive any replaced parts. If applicable law requires Starlite to return a replaced part to you, you agree to pay Starlite the additional cost of the replacement item.

6. Abandoned Product.

Unless you provide alternate instructions, Starlite will ship your repaired product to the mailing address you furnished when you authorized service. If your product is returned to Starlite because delivery could not be completed at the address given, Starlite will attempt to contact you for an alternative mailing address. If you do not provide an address at which Starlite or its agent may deliver your product within sixty (60) days after the original delivery attempt, Starlite will notify you that it considers your product to be abandoned. Starlite will send notice to the mailing address you furnished when you authorized service.

If you have not claimed your product and paid all charges due within ninety (90) days after being notified by Starlite that your product has been repaired, Starlite will consider your product abandoned. Starlite will provide such notice to you at the mailing address you furnished when you authorized the repairs. Starlite may dispose of your product in accordance with applicable provisions of law, and, specifically, may sell your product at a private or public sale without liability to you. Starlite reserves its statutory and any other lawful liens for unpaid charges.

7. Warranty.

In servicing your product, Starlite warrants (i) that service will be performed in a workmanlike manner and (ii) that all new parts or products used in the service will be free from defects in materials and workmanship for ninety (90) days from the date of service. All refurbished or used parts or products used in the service will be free from defects in materials and workmanship for thirty (30) days from the date of service. This warranty is an express limited warranty. If non-conforming service is provided or a defect arises in a replacement part or product during the ninety (90) day warranty for new parts or thirty (30) day warranty for refurbished parts, at its option, Starlite will (1) repair the part or product (2) exchange the part or product, or (3) refund the sums paid to Starlite for the service.

THIS WARRANTY AND REMEDY ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES, AND CONDITIONS, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICE AND PARTS OR PRODUCTS PROVIDED. STARLITE SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES WITH RESPECT TO SUCH ITEMS, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IF STARLITE CANNOT LAWFULLY DISCLAIM IMPLIED WARRANTIES UNDER THIS LIMITED WARRANTY, ALL SUCH WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED IN DURATION TO THE DURATION OF THE EXPRESS LIMITED WARRANTY. Some states, provinces and jurisdictions do not allow the exclusion or limitation of incidental or consequential damages or exclusions or limitations on the duration of implied warranties or conditions, so these limitations or exclusions may not apply to you. The express limited warranty gives you specific legal rights, and you may also have other rights that vary by state, province or jurisdiction.

8. Limitation of Liability.

IF ANY PRODUCT SHOULD BE DAMAGED OR LOST WHILE IN STARLITE'S CUSTODY, STARLITE'S LIABILITY WILL BE LIMITED TO THE COST OF REPAIR OR REPLACEMENT OF THE AFFECTED PRODUCT. OTHERWISE STARLITE'S ENTIRE LIABILITY TO YOU FOR DAMAGES ARISING FROM ANY CAUSE WHATSOEVER WITH RESPECT TO THE SERVICE OF YOUR PRODUCT, WHETHER DUE TO STARLITE'S NEGLIGENCE OR TO ANY OTHER REASON, IS LIMITED TO THE AMOUNT THAT YOU PAID STARLITE FOR SUCH SERVICE. STARLITE HAS NO LIABILITY WHATSOEVER FOR INDIRECT, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, SUCH AS LOST PROFITS OR REVENUE. STARLITE HAS NO LIABILITY FOR LOSS OF OR DAMAGE TO DATA OR SOFTWARE APPLICATIONS WHILE PERFORMING SERVICE. YOUR ONLY REMEDY UNDER THESE REPAIR TERMS AND CONDITIONS IS TO SEEK RECOVERY OF DAMAGES AGAINST STARLITE IN AN AMOUNT NOT TO EXCEED WHAT YOU PAID STARLITE FOR THE SERVICE.

9. Subcontractors.

Starlite may subcontract with other service providers for the service of your product.

10. Governing Law

This Agreement shall be construed in accordance with, and governed by, the laws of the State of New Jersey (without giving effect to its conflict of law provisions). In the event any dispute arises under this Agreement or in any matter concerning the subject matter thereof, the parties hereby consent to the jurisdiction and venue of the courts of Burlington County, New Jersey.

11. Complete Agreement; Severability; Waiver; Force Majeure.

These Terms and Conditions govern Starlite's service obligation. No other oral or written terms or conditions apply, including ones in any purchase order that you provide to Starlite. Starlite does not authorize any variance or modification of these Repair Terms and Conditions. If any provision of these Repair Terms and Conditions is held to be illegal, invalid, or unenforceable for any reason, the offending provision will be deemed null and void and will no longer be part of the Terms and Conditions; and the Terms and Conditions will be enforceable as though that provision never was a part of such Terms and Conditions. The omission by Starlite at any time to enforce any default or right reserved to it, or to require performance of any of the terms or provisions herein, shall not be a waiver of any right of Starlite to enforce such provisions thereafter. Starlite shall not be responsible for any failures or delays in performing service that are due to events outside of Starlite's reasonable control.

12. Data Protection; Deletion of Customer Data.

Before you deliver your product for service, it is your responsibility to keep a separate backup copy of the software and other data content. STARLITE DOES NOT WARRANT THAT IT WILL BE ABLE TO PERFORM ITS SERVICES WITHOUT RISK TO, OR LOSS OF, YOUR PROGRAMS AND/OR DATA, AND MAINTAIN THE CONFIDENTIALITY OF YOUR DATA. You will be responsible for reinstalling all other software programs, data and passwords. Recovery and reinstallation of software programs and user data are not covered under these Repair Terms and Conditions. Starlite is not liable for and you agree to hold Starlite harmless from any and all damages, costs, and expenses incurred as the result of any defect or damage to any software or data residing or recorded in your product, whether incurred during the course of Starlite services or otherwise. If service involves transferring information or installing software, you represent that you have the legal right to copy the information, to use the software and agree to the terms of the software license, and you authorize Starlite to transfer the information and accept such terms on your behalf in performing the service.