Terms and Conditions of Sale

Greenchance Inc.
4200 Marshall Road
Garden Valley, CA 95633

1. Interpretation

In these Terms: 1. “Company” means Greenchance Inc., a California corporation, and its successors and assigns; 2. “Consequential Loss or Damage” includes but is not limited to loss of profits, loss of opportunity, loss of use, loss of revenue, removal costs, re-installation costs and any other remote form of damage; 3. “Goods” means all goods sold and/or delivered by the Company to the customer from time to time; 4. “Terms” means these Terms and Conditions of Sale.

2. Application

1. These Terms apply to the Goods. 2. No amendment, alteration, waiver or cancellation of any of these Terms is binding on the Company unless confirmed by the Company in writing. 3. The customer acknowledges that no employee or agent of the Company has any right to make any representation, warranty or promise in relation of the Goods or the sale of the Goods other than as contained in these Terms. 4. All sales, deliveries, services and offers shall be provided exclusively on the basis of these Terms and Conditions of Sale. In the event of conflicting provisions in the purchase terms used by the customer, Company’s Terms and Conditions of Sale, as written herein, shall prevail, and customer’s corresponding terms and conditions shall be excluded. Fulfillment of the terms of any contract on our part shall not be considered as acceptance of any provisions that deviate from these Terms.

3. Prices

1. Prices are determined by the price list current at the time of order and are subject to change without notice. 2. Prices do not include the cost of delivery and freight

4. Terms Of Payment

Full payment (100% of the order total) is due with the purchase order unless the Company agrees to different payment terms in writing. For larger orders, the Company may agree to an initial deposit of at least 50%, with the remaining balance due as specified in the quotation or order confirmation. The Company must receive the required payment in cleared funds before processing the order. Payments must be made directly to the Company without deduction or discount, except as stated on the invoice or agreed by the Company in writing.

5. Retention Of Title

Ownership of the Goods passes to the customer when the Company receives full payment in cleared funds. The Company may withhold order processing or delivery until full payment is received. These Terms do not create a lien on products manufactured by the customer or a trust over resale proceeds.

6. Intellectual Property

The Company hereby reserves without limitation all rights, title, copyrights, trademarks and patents in drawings, technical documents and items and articles that it designs, manufactures and delivers, together with all other know-how and trade secrets, and these may not be made available to third parties by the customer.

7. Risk And Insurance

Unless the Company agrees otherwise in writing, risk of loss or damage passes to the customer when the Goods are delivered to the carrier at the Company's premises. The customer is responsible for arranging any desired transit insurance. The Company will reasonably assist with carrier claims for reported shipping damage. This provision does not limit remedies for Goods that were defective or nonconforming before shipment or any rights that cannot lawfully be waived.

8. Default

If payment is not received as required, the Company may suspend processing or delivery and notify the customer in writing. If the customer does not cure a material breach within a reasonable period after written notice, the Company may cancel the affected order, subject to applicable law. Any refund or cancellation charge will be determined under the cancellation provisions of these Terms.

9. Delivery

Availability dates are estimates only, but the Company will use its best efforts to maintain these estimates.

10. Delivery By Instalments

1. The Company reserves the right to deliver the Goods in whole or by installments, as well as to deliver prior to the date for delivery and in such event the customer must not refuse to take delivery of the Goods. 2. Where the Goods are delivered by installments, each installment is sold under a separate contract. 3. Any failure on the part of the Company to deliver installments within any specified time does not entitle the customer to repudiate the contract with regard to the balance remaining undelivered.

11. Inspection

The customer must have a reasonable opportunity to inspect the Goods upon delivery and should promptly report visible shipping damage, shortages, or incorrect items in writing, with photographs and order details where available. Packaging should be retained when needed for a carrier claim. Acceptance, rejection, and notice of breach are governed by applicable California law, including California Commercial Code Sections 2602, 2606, and 2607. Rejection must occur within a reasonable time after delivery or tender, with timely notice to the Company. After acceptance, the customer must notify the Company of a breach within a reasonable time after the customer discovers or should have discovered it.

No fixed seven-day or 72-hour deadline in these Terms eliminates claims for latent defects or otherwise limits applicable warranty rights. The Company must be given a reasonable opportunity to assess a claim and provide an appropriate remedy under the applicable warranty or law. The customer must obtain written authorization before arranging third-party repairs for which reimbursement is sought.

12. Return Of Goods

Return requests for stock items must be submitted within 15 days of delivery and require the Company's prior written approval. Products must be unused, undamaged, complete, in fully saleable condition, and returned in their original manufacturer's packaging with all accessories and components. Approved change-of-mind returns are subject to a 25% restocking fee.

To request a return, email sales@greenchance.net or call 310-929-5333, providing the invoice number, the items to be returned, and the reason for the request. Do not return Goods without prior authorization. Goods must be sent to the address specified in the return instructions.

The customer is responsible for arranging and paying return shipping. The Company does not provide prepaid return labels for change-of-mind returns. Goods should be securely packaged and sent using a tracked, insured service. Damage during return transit may affect refund eligibility.

Returned Goods will be inspected upon receipt. Eligible refunds will be processed to the original payment method within 5-7 business days after inspection and approval. Refunds exclude the 25% restocking fee and original

outbound shipping charges. Where the Company paid outbound shipping, those actual costs will be deducted if this condition was disclosed before purchase. Used, incomplete, or damaged returns may be refused.

Custom, made-to-order, and non-stock items ordered specifically for a customer cannot be returned or exchanged for change-of-mind reasons.

These restrictions do not affect valid claims for damaged, defective, or incorrectly supplied Goods, or rights that cannot lawfully be waived. The Company will assess such claims and provide instructions for repair, replacement, or another appropriate remedy. Return arrangements will be confirmed separately. Change-of-mind restocking fees do not apply to approved claims. Warranty returns follow Section 15.

13. Cancellation Of Order

Cancellation requests must be submitted in writing and approved by the Company. An order may not be modified or deferred without the Company's prior written consent.

Approved cancellations are subject to the following fees: stock items, 25%; non-stock items ordered specifically for the customer, 50% once the Company has placed the order with the manufacturer; custom-made items, 100% once the Company has placed the custom order with the manufacturer. Fees are calculated on the purchase price of the canceled Goods, excluding separately stated taxes and shipping charges.

Stock items are Goods held in the Company's inventory and available to fulfill the order when accepted. Non-stock items are standard Goods that must be ordered or specially imported for the customer. Custom-made items are Goods manufactured or modified to the customer's specifications. Stock status and any custom-order classification should be stated in the quotation or order confirmation.

The applicable fee will be deducted from payment received. Any remaining balance for the canceled portion will be refunded; any unpaid portion of an applicable cancellation fee remains payable. Orders already shipped are handled under Section 12. Cancellation and restocking fees will not both be charged for the same items, and the Company will not add a separate claim for lost profits to the cancellation fee.

Fees apply only to the extent permitted by applicable law and do not apply to cancellation arising from the Company's uncured material breach or a nonwaivable customer right.

14. Limitation Of Liability

To the fullest extent permitted by applicable law, the Company is not liable for lost profits or indirect, special, incidental, or consequential damages arising from the sale or use of the Goods, regardless of the theory of liability. This limitation does not apply where prohibited by law and does not restrict rights or remedies that cannot lawfully be waived.

15. Warranty

NEOZ lamps and chargers carry a five-year limited warranty. NEOZ batteries and LED bulbs carry a one-year limited warranty. All coverage is subject to the applicable written NEOZ warranty, including its terms, exclusions, coverage limitations, and commencement date.

The customer must notify the Company in writing within a reasonable time after discovering or when the customer should have discovered a defect and provide the invoice or order number, a description of the problem, and supporting photographs where available. The Company will assess the claim and provide instructions before any Goods are returned. Subject to the applicable warranty and law, covered defects will be addressed by repair, replacement, or refund, as appropriate. The applicable written warranty governs any allocation of warranty shipping costs. The unused-condition requirement for discretionary returns does not apply to valid warranty claims. The limited warranty does not cover normal wear and tear, accidental damage, misuse, improper charging or maintenance, unauthorized modifications, or use contrary to the manufacturer's instructions, except where applicable law requires coverage. Additional product-specific limitations must be provided in the applicable written warranty. Nothing in these Terms excludes or restricts warranties, remedies, or other customer rights that cannot lawfully be excluded or restricted.

16. Safety Regulations

The customer is responsible for complying with applicable requirements governing installation, charging, maintenance, and use of the Goods at the customer's premises. Goods must be used in accordance with the manufacturer's instructions. This provision does not relieve the Company of its own obligations under applicable product safety law.

17. Catalogues

Particulars in leaflets, catalogues, drawings, brochures and other printed material are illustrations only, and form no part of the contract between the Company and the customer, and are not binding on the Company.

18. Samples

Any sample inspected by the customer is solely for the customer’s convenience and does not constitute a sale by sample. All samples remain the property of the Company.

19. Specifications

1. Unless otherwise agreed in writing, the Goods are supplied subject to any specification as to weight, quantity, size, dimensions, finishes, chemical composition and physical properties as may be published generally by the Company or as may be set out in any specification issued by the Company in relation to the Goods, or, if no such specification has been published or set out, subject to such specification as is normally regarded as being commercially acceptable. 2. Where any specification for the Goods are to be supplied by the customer, they must be supplied in a reasonable time to enable the Company to complete delivery by the date for delivery.

20. Written Form

Verbal agreements or modifications or deletions of written agreements are not legally binding. Any agreement, supplementary modification, addition or subsidiary agreement must be in written form to be legally binding. This also applies to any agreement which waives the written form.

21. Force Majeure

The Company will not be liable for any breach of contract due to any matter or thing beyond the Company’s control (including but not limited to transport stoppages, transport breakdown, fire, flood, earthquake, acts of God, strikes, lock-outs, work stoppages, wars, terrorism, riots or civil commotion, intervention of public authority, explosion, earthquake or accident).

22. Waiver Of Breach

No failure by the Company to insist on strict performance of any of the terms in these Terms is a waiver of any right or remedy which the Company may have, and is not a waiver of any subsequent breach or default by the customer.

23. Attorneys Fees

If any action at law or in equity is necessary to enforce or interpret the necessary terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys’ fees, costs and necessary disbursements in addition to any other relief to which it may be entitled.

24. No Assignment

Neither the Agreement nor any rights arising under the Agreement may be assigned by the customer without the prior written consent of the Company which is at the Company’s absolute discretion.

25. Governing Law

All matters involving the validity, interpretation, and application of these Terms and Conditions of Sale will be controlled by the laws of the State of California, United States of America. The parties waive, disclaim and disavow any applicability of the U. N. Convention on the International Sale of Goods to any transaction between them.

26. Jurisdiction

Subject to mandatory applicable law, any legal proceeding arising out of or relating to these Terms or a sale of Goods must be brought in the Superior Court of California, County of El Dorado. If federal subject-matter jurisdiction exists, proceedings may instead be brought in the United States District Court for the Eastern District of California, Sacramento Division. The parties consent to the personal jurisdiction and venue of those courts.

27. Severability

If any provision contained in these Terms is held by a court to be unlawful, invalid or unenforceable, the validity and enforceability of the remaining provisions are not affected.