



PRODUCT and Business TERMS & CONDITIONS and WARRANTY

All terms listed below are subject to change at any given time, and without prior notice. Please note that these items are covering any and all print, electronic, internet, website or other media.

ANY AND ALL PERSON(S) WHO RECEIVE ANY MATERIAL, PRODUCTS, ENTER WEBSITE, PLACE ANY ORDERS, OR CONDUCT ANY BUSINESS WITH LIGHTWAVE / ABI / ENVY AGREE TO ACCEPT ALL TERMS, CONDITIONS, AND POLICIES DISPLAYED SET FORTH. IT IS FURTHER AGREED THAT ALL DISPUTES WILL BE SETTLED AT THE SOLE DISCRETION OF LIGHTWAVE / ABI / ENVY, AND THAT ALL DECISIONS WILL BE FINAL.

SHIPPING (USA)

All items are shipped ground or similar via Lightwave / ABI / ENVY approved shipper at Lightwave / ABI / ENVY sole discretion. Customer may request specific shipping carrier but fully accepts full (100%) responsibility for all shipping cost, fees, logistics, documentation, delay, damage/loss or the issues arising from special request shipping carrier. Lightwave / ABI / ENVY ships to business address by default. In the case of any damage, theft or loss, the buyer must contact Lightwave / ABI / ENVY within 3 days in writing with detailed description of the issue (include photos when possible). Lightwave / ABI / ENVY will evaluate the situation and at Lightwave / ABI / ENVY sole discretion offer resolution.

If residential address delivery is requested the customer fully accepts (100%) responsibility for all shipping cost, fees, logistics, documentation, delay, damage/loss or any issues arising from shipping to residential address. Residential shipping shall require a signature on receipt and may carry an additional cost above the shipping cost.

Lightwave / ABI / ENVY focus on proper shipping is paramount. Each item is meticulously packaged to sustain reasonable impacts. Our philosophy is based on the premise that it is better to over-pack than under-pack.

INTERNATIONAL SHIPPING:

Lightwave / ABI / ENVY will no longer offer full service international shipping. All international purchasers are fully responsible for all aspects (cost and processing) of shipping and logistics. Lightwave / ABI / ENVY shall not be responsible for any delay, damage/loss, duties, taxes, fees, customs requirements, regulatory requirements, cost or other related items related to international shipping.

International shipping exception: Lightwave / ABI / ENVY may offer an exception for **existing** international customers in Canada, Mexico and Puerto Rico with limitations and shall be handled on a case-by-case basis. Lightwave / ABI / ENVY will not be held liable for any packages shipped abroad once they have left the U.S. International boundaries. Any theft, damage, and/or extended delays are all issues which the buyer must resolve with his or her own country's officials. Our goal is to ship all products as promptly and safely as possible.

For existing customers with product(s) that are **out of warranty** the customer is FULLY responsible for all shipping cost, logistics and other items required for all shipping to and from Lightwave/ABI.

Lightwave / ABI / ENVY shall not be responsible for any delay, damage/loss, duties, taxes, fees, customs requirements, regulatory requirements, cost or other related items related to international shipping.

Lightwave / ABI / ENVY may assist new international customer/order with the following:

- Ship to the nearest FOB/shipping port in the continental USA at the appropriate rate
- Pick up products directly from Lightwave / ABI / ENVY facility in Phx, AZ
- Offer assistance with locating (recommending) an international carrier
- Help provide standard purchase (SO/Invoice) and shipping information (product weight and dimensions) to customers and/or 3rd party carrier

WARRANTY

Lightwave / ABI / ENVY Initial Limited Warranty covers products against defects in material and workmanship for a specific period as outline on the invoice from the date of original purchase (delivery) in the U.S. Not all items carry the same length of warranty and terms.

In warranty: If a defect or warrantable item is found within the warranty period, LIGHTWAVE / ABI / ENVY, at its discretion, will either repair (using new or remanufactured parts) or replace (with a new or remanufactured unit) the product(s) with no repair cost to the customer. Within 30 days of receiving LIGHTWAVE / ABI / ENVY may elect to replace the defective item(s).

Otherwise, if found to be a non-warrantable or non-defective, customer will be responsible for all repair cost to include but not limited to parts, material, labor, other services and/or shipping. If any item(s) are found to be misused and/or abused the warranty maybe rendered void at LIGHTWAVE / ABI / ENVY's discretion. This includes using system when known issue existing, defective cord/cables, 3rd party accessories or parts,

Loaners: Customer may request loaner equipment (when available) and fully accepts responsibility for care and custody of the equipment as well as is fully responsible for all shipping cost to and from.

Standard warranty Customer is responsible for all cost to ship item(s) back to LIGHTWAVE / ABI / ENVY for evaluation. and LIGHTWAVE / ABI / ENVY will pay to for return shipping (ground) back to the customer. Customer maybe pay additional fee for expedited shipping.

The Main Unit, LED Panel, LED Pad Sets, Light diodes (LEDs) and Mobile workstation with Arm and Trays are included in the initial warranty coverage. Cords and Cables are only covered for 90 days unless otherwise stated.

All warranties are non-transferable without LIGHTWAVE / ABI / ENVY's approval and a warranty transfer fee may apply.

Tampering with the labels, including the serial number, will void all warranties.

FURTHERMORE, THE WARRANTY WILL NOT APPLY AND MAY BE VOIDED (AT THE LIGHTWAVE / ABI / ENVY's DISCRETION) TO THE PRODUCT(S) IF IT HAS BEEN DAMAGED

BY ANY MISUSE, ALTERATION, ACCIDENT, IMPROPER HANDLING OR OPERATION, UNAUTHORIZED REPAIRS OR SERVICE, OR ANY OTHER SITUATION THAT LIGHTWAVE / ABI / ENVY FINDS TO BE UNAUTHORIZED. SOME EXAMPLES OF DAMAGES NOT COVERED BY WARRANTY INCLUDE BUT ARE NOT LIMITED TO, OPENING THE MAIN UNIT, LED PANEL OR OTHER COMPONENTS, LOOSE OR MISSING COMPONENTS, DISASSEMBLY OF CABLES/CORDS, VISIBLE PHYSICAL DAMAGE OF THE LCD, AND/OR EXPOSURE TO LIQUIDS AND/OR FIRE; WHICH ARE PRESUMED TO BE DAMAGES RESULTING FROM MISUSE, ABUSE OR ACCIDENTAL USE NOT COVERED UNDER WARRANTY.

RETURN POLICY

All items available for sale by Lightwave / ABI / ENVY maybe eligible for return at the sole discretion of Lightwave / ABI / ENVY. If you are not 100% satisfied with your purchase, please contact us to discuss your options.

Returned items must be in a like new original working condition, and must be returned with all original packaging, papers, documents, and boxes. Prior to any return customer must contact LIGHTWAVE / ABI / ENVY for authorization and an RMA number. Items returned without the latter will either:

- 1) Not be accepted for return by LIGHTWAVE / ABI / ENVY and/or
- 2) Returned to the buyer at the buyer's expense and without any compensation and/or
- 3) Be subject to monetary deductions above and beyond any restocking fee from the refund.

All Items must be returned within 30 days of receipt. Delivery confirmation information will be used to determine the date of item deliverance. Returned items must be post-marked no later than 30 days from receipt. Under no circumstance shall items be accepted beyond the limit set forth.

All shipping and handling fees associated with any return will be the sole responsibility of the buyer. LIGHTWAVE LED products, as with all electronics items, must be handled with great care. They are very expensive, and therefore cannot be given out for trial uses to our customers. We feel that 30 days is ample time to determine if the product you purchased meets your expectations. Shipping costs do not qualify for refund compensation.

Lightwave / ABI / ENVY shall not be held liable for returned items which have been damaged, stolen, or otherwise affected by the mail transport system. In the event of damage during shipping back a return item, you are fully responsible for all damages regardless of fault and no refund or return will be granted until which time the damages have been fully accounted and paid for. Shipping insurance is highly recommended.

Additionally, a 20% restocking fee applies on all LIGHTWAVE systems and accessories. A 10% restocking fee will apply on all non-LIGHTWAVE system products and misc items. Customers wishing to return merchandise to Lightwave / ABI / ENVY must first call our office at 1-866-999-6954 and obtain a Return Merchandise Authorization (RMA) number. RMA numbers are valid for 10 days from the date of issuance, and must be obtained within 30 days of purchase date. Lightwave / ABI / ENVY reserves the right to evaluate product return conditions and assess additional restocking fees at its own discretion.

DEFECTIVE ITEMS

Defective products are eligible for credit or replacement within 30 days of customer invoice date, at LIGHTWAVE / ABI / ENVY's discretion. Replacements will be shipped upon receipt of defective merchandise via LIGHTWAVE / ABI / ENVY International approved vendor at our expense, unless customer requests an upgrade at customer's expense. Advance replacements are available, but must be paid for at the time the replacement ships. Packages must have the RMA number written visibly on the shipping box with a brief description of the product's defect. All items must be returned in the original packaging. Lightwave / ABI / ENVY is not responsible for any item not received



at its return address. Allow 14-21 business days for processing returns. Return all merchandise to:

Lightwave / ABI / ENVY

Attn: RMA Dept

2205 W Lone Cactus Dr. Ste. 11

Phoenix, AZ 85027

Please mark your RMA # clearly on the outside of the package.

LIABILITY

The products for sale at Lightwave / ABI / ENVY are intended for aesthetic purposes only. Lightwave / ABI / ENVY will not be held liable for any damage, or harm inflicted with the LED's or any part of this equipment whether intentional or unintentional. Intentional misuse of these products is strictly forbidden, and strongly discouraged. LIGHTWAVE Professional Systems have a low level power output which has been determined to be of non-significant risk. By purchasing from Lightwave / ABI / ENVY you are in comp L:\5. LW_DOCS\Media Kit - Binders, packaging, etc\Complete binder - All Models\Section 3 - LW Support Material & Warranty\Masterlete agreement with the provisions set forth, and the terms and conditions of the sale listed herein.

PRIVACY

Here at Lightwave / ABI / ENVY we are committed to protecting your personal privacy. No customer's personal information will be distributed to any third party. LIGHTWAVE / ABI / ENVY may elect to keep personal information for future contact without limit. All buyer information such as; name, address, product(s) purchased, etc., is strictly confidential and will not be disclosed to any third parties. The privacy of all individuals is respected.

LIMITATION OF LIABILITY

In no event shall Lightwave / ABI / ENVY be liable for any direct, indirect, special, punitive, incidental, exemplary or consequential damages, or any damages whatsoever, even if Lightwave / ABI / ENVY has been previously advised of the possibility of such damages, whether in an action under contract, negligence, or any other theory, arising out of or in connection with the use, inability to use, or performance of the information, products, and materials available from Lightwave / ABI / ENVY. These limitations shall apply notwithstanding any failure of essential purpose of any limited remedy. Because some jurisdictions do not allow limitations on how long an implied warranty lasts, or the exclusion or limitation of liability for consequential or incidental damages, the above limitations may not apply to you.

IMAGES, LOGOS, TRADEMARKS, & COPYRIGHT

The images, logos, trademarks, and copyright contained in the marketing material, including but not limited to the text, images, audio or video, may NOT be used in any manner, or for any purpose, without Lightwave / ABI / ENVY's express written permission, which may be believed to be in the public domain or used without permission of the respective trademark or copyright holder. The information and images on our website may not be used in any manner or for any purpose, without the express written permission of Lightwave / ABI / ENVY or the official holder of the copyright or trademark.



MARKETING

You agree to use the brand name “LIGHTWAVE LED Therapy”, “LIGHTWAVE Topical Light Infusion (TLi)”, and “ABI Dermaceuticals” in all digital, print, video, animated, audio or other marketing efforts/material when referring to LED Light therapy, Topical Light Infusion or skin care products respectively.

Part of the national marketing campaign requires all providers to have and maintain a page(s) on their website with standard language and marketing information with images of LIGHTWAVE / ABI / ENVY products. This material is available from LIGHTWAVE / ABI / ENVY International upon request.

LIGHTWAVE / ABI / ENVY International will only refer consumers to approved LW, TLi and ABI Dermaceuticals provide when they are compliant with all marketing requirements.

NON DISCLOSURE

It is agreed that all LIGHTWAVE documents, equipment, and information (hereafter “Information”), provided to Customer will be used by Customer only for the limited purpose of utilizing such for the day to day operations for Customers’ business. Without the prior written consent of LIGHTWAVE / ABI / ENVY International, any disclosure or other unauthorized use of the Information by Customer is prohibited.

The term “Information” does not include information which Customer demonstrates by clear and convincing evidence is already known to Customer, provided that such prior knowledge can be substantiated by written records and documents; or has become publicly known through no act of the Customer; or has been rightfully received from a third party not subject to this Agreement; or has been independently developed by the Customer without reliance on Information, provided that such independent development can be substantiated by written records and documents; or has been approved for release by written authorization of LIGHTWAVE / ABI / ENVY International; or Customer and LIGHTWAVE / ABI / ENVY International hereby acknowledge that unauthorized disclosure or use of the Information may result in irreparable harm to LIGHTWAVE / ABI / ENVY. Accordingly, Customer agrees that LIGHTWAVE / ABI / ENVY shall have the right to obtain a temporary restraining order enjoining disclosure or use of all Information subject to this Agreement. The customer agrees not to contest the granting of such temporary restraining order. Such order shall become permanent upon adequate showing of irreparable injury and ruling by a court of law. The Parties may participate in any contest relating to a permanent injunction.

Upon the written request of LIGHTWAVE / ABI / ENVY, the Customer shall return to LIGHTWAVE / ABI / ENVY International all documentation and electronic media containing Information and shall provide written certification that copies of all Information have been destroyed or returned.

Customer agrees that, without the prior written consent of LIGHTWAVE / ABI / ENVY, it will not make any statement to any competitor, customer or other third party with respect to the Information exchanged hereunder or regarding the equipment itself.

This Agreement shall be effective for a term of fifty (50) years from the day first written above. Notwithstanding the Parties entering into any further agreement or arrangement, or any other event or occurrence, the provisions of this Agreement relating to nondisclosure (including the provisions relating to the breach of this Agreement) or use of the Information shall remain in full force and effect for fifty (50) years or as long as the Information is confidential and non-public, whichever is less, unless otherwise agreed to in writing by the Parties hereto.



If one or more of the sections or parts hereof are found to be unenforceable, illegal, or contrary to public policy or are in some other manner declared to be unenforceable by a court of competent jurisdiction, this Agreement shall remain in full force and effect except for that paragraph or portion thereof determined to be unenforceable.

This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective heirs, successors, representatives and assigns. This Agreement constitutes the entire agreement between the Parties. Customer and LIGHTWAVE / ABI / ENVY international acknowledge and agree that no other statements, representations, agreements or warranties, except those outlined herein, apply to the terms and conditions of this Agreement.

ACCEPTANCE OF ORDERS

The receipt of an e-mail order confirmation does not constitute the acceptance of an order or a confirmation of an offer to sell. Lightwave / ABI / ENVY reserves the right, without prior notification, to limit the order quantity on any item and/or refuse service to any customer. Verification of information may be required prior to the acceptance of any order. By placing a credit card order, the customer grants Lightwave / ABI / ENVY permission to contact their bank to verify name and address.

ACKNOWLEDGEMENT

I acknowledge that I have read and accept the terms and conditions provided to me by LIGHTWAVE / ABI / ENVY International, LLC.

I further understand that LIGHTWAVE / ABI / ENVY International, LLC may modify, revise and update the terms and conditions at any time. I am also aware that this updating may include additions or deletions.

I also certify that I have had ample time to review and discuss the terms and conditions and its contents set forth with any business partner(s), legal counsel, tax advisor, regulator agency, insurance agent or other necessary agent(s) and I fully understand the contents.

I have verified with my local municipality and/or governing board regarding being authorized to use or any license requirements related to the use or ownership of any LIGHTWAVE / ABI / ENVY's products. I further agree that LIGHTWAVE / ABI / ENVY International is not responsible for any issue(s) that arise from such licensing or regulatory requirements.

I understand that I will be receiving a comprehensive operation manual with specific safety warnings outlined relating to eye protection. I certify that I will read the warning information provided and should I have any questions relating to the warnings or the use of the operation manual, I will contact LIGHTWAVE / ABI / ENVY International, LLC immediately.

With this knowledge I accept the terms and conditions outlined herein as a condition of my purchase.

Company: _____

Customer Name & Title: _____

Customer Signature _____

Date _____

This acknowledgment page must be signed and submitted to LIGHTWAVE / ABI / ENVY International prior to any product(s) shipping. You may submit this via fax at 480-751-1070 or email it to info@lightwavetherapy.com.

LIGHTWAVE / ABI / ENVY International, LLC reserves the right to make changes to this document for the purpose of modifying, revising and updating company policy. A copy may be requested by mail if done so in writing. Please address your request to Lightwave / ABI / ENVY, 2205 W Lone Cactus Dr. Ste. 11, Phoenix, AZ 85027.