

Terms of Purchase

These Purchase Terms (“**Terms**”) sets forth the terms and conditions of relationship between You as the purchaser and Vrgineers, Inc., with its registered address at 8 The Green, STE R, Dover, 19901 Delaware, the United States of America, registration number: 6365522 (“**Vrgineers**”). By clicking on the "Order" button You agree to be bound by the Terms.

1. Definitions

“**Confidential Information**” shall mean all information provided by Vrgineers (“**Disclosing Party**”), to You (“**Receiving Party**”), whether orally or in writing, which information is marked as confidential. The term Confidential Information shall not include any information that is (a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Receiving Party; (b) discovered or created by the Receiving Party before disclosure by the Disclosing Party; (c) learned by the Receiving Party through legitimate means other than from the Disclosing Party or Disclosing Party's representatives; or (d) is disclosed by the Receiving Party with the Disclosing Party's prior written approval;

“**Data**” shall mean Your Personal Data;

“**Intellectual Property Rights**” shall mean registered patents, copyright of any kind, database rights, rights (contractual or otherwise) to prevent disclosure or use of Confidential Information, improvements to any inventions, and any other similar form of intellectual property or proprietary rights, statutory or otherwise, whether registrable or not and shall include applications for any of them;

“**Know-How**” shall mean unpatented information, knowledge, experience, formula, research, processes, studies, reports, Data and designs developed by and/or in Your possession;

“**Personal Data**” means any information relating to an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person;

“**Products**” means any products crafted by Vrgineers, Inc.;

“**Site/s**” shall mean the website Vrgineers.com, in addition to any sub-pages that are integrated within this website;

“**Vrgineers' Software**” means software ingrained in the Products;

“**You**” means your company/person as identified through the purchase under the Terms.

2. Quotation; Pricing

Product prices will be listed at the time of purchase, which may vary by country. Pricing and availability may change without notice. The quote from Vrgineers shall mean a purchase offer.

3. Orders

You can place your order via the Site. Your order will be processed after you made payment through our shopping service platform. We may provide various payment methods at our Site for you and change such methods without notice. You are responsible for complying with any terms and conditions whether with Vrgineers or any other party provider which apply to your use of the method of payment that you have chosen.

By placing your order, you authorize Vrgineers to charge your payment card in the total amount of the order including applicable taxes duties. The processed order cannot be cancelled by You.

4. Delivery; Packing

The price includes delivery (including insurance costs) by Vrgineers' normal method of transportation to You at the address designated by You. Vrgineers cares about keeping to any agreed delivery date. Vrgineers may make part-deliveries. The risk of loss or damage regarding the Products shall transfer to You after delivery of the Products to the shipping center.

Vrgineers shall do their utmost to keep all services designated for order processing in full operation. However, Vrgineers do not provide any warranty of full operation and availability of such services which may suffer disruptions or outages. Vrgineers shall not be responsible for any problems that may occur as a result of failure or insufficiency of internet connection on your side.

The specification for packaging the goods shall be entirely at the discretion of Vrgineers who shall have the right to pack all goods in such manner, with such materials, and in such quantities as Vrgineers reasonably thinks fit and shall not be obliged to comply with any packaging instructions or requests from You. The cost of special packaging, if agreed or deemed necessary by Vrgineers, shall be an additional charge.

5. Express Warranty

Vrgineers provides You a 12-month limited express warranty against defect of the Product. The Warranty does not apply if the software component of the Product is changed, modified by a person different from the Vrgineers or in case that the functionality of the software provided by the Vrgineers may be changed due to use of software not provided by the Vrgineers in connection with the Product. Vrgineers warrants that the Products will arrive undamaged unless otherwise specified as "used" or "refurbished" when received by You and that the Product will perform in accordance with its specifications for a period of twelve months from delivery.

6. Refund Policy

You have the right to return the Product for no cause in 14 days of purchase of the Product. You will cover the costs for delivery of the Product.

In the event the Product is damaged upon receipt of by You, You shall notify Vrgineers in writing of any damage and ship damaged Product back to Vrgineers within ninety (90) days of initial delivery. Vrgineers shall, at its sole discretion, either provide a replacement of the Product (such as replacement shall be new in the box) or provide refund within thirty (30) days of receipt of the damaged Product by Vrgineers.

Vrgineers shall repair or replace any defective Product within thirty (30) days of receipt of the defective Product. You will cover costs for return of the defective Product to Vrgineers.

7. Vrgineers' Disclaimer of Warranty

EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN SECTION 5, VRGINEERS MAKES NO REPRESENTATIONS OR GRANTS ANY WARRANTIES, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, BY STATUTE OR OTHERWISE, AND VRGINEERS SPECIFICALLY DISCLAIMS ANY OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, OR EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE OR ANY WARRANTY AS TO THE VALIDITY OF ANY PATENTS OR THE NON-INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES.

8. Set Up and Installation

You acknowledge that Product may require a specific technology setup that is not part of the delivery of the Products (“**Technology**”). You hereby confirm that You are aware of potential need of the Technology to finalize the set up and installation of Product. At Your request, Vrgineers shall set up and integrate the Technology into Your specific technological environment for a price and under the terms and conditions that shall be agreed upon between Vrgineers and You in advance. The Technology set up will require Your assistance and cooperation.

9. Limitation of Liability and Indemnification

Vrgineers shall indemnify You, defend You and hold You and its affiliates harmless for all liability incurred or alleged related to (i) a claim that the Product infringes a third party's intellectual property rights, and (ii) any injury to persons or property from the products arising out in manufacturing or workmanship; in either case, that is brought against You by Vrgineers or any other third party.

10. Intellectual Property Rights; License

10.1 You hereby agree and accept that Vrgineers shall own all right, title and interest to the intellectual property rights, including, but not limited to copyright, trademark and patent rights.

10.2 You shall be granted a non-exclusive, non-transferable license to use the Vrgineers Software with the hardware incorporated in the Products as purchased. You agree not to (except as expressly permitted by applicable law): (a) disassemble, decompile, reverse engineer, merge or combine with other software, copy, translate, adapt, vary or modify any Vrgineers Software (in whole or in part); or (b) distribute any Vrgineers Software (in whole or in part) in any form.

11. Warranties

11.1. Vrgineers warrants and represents to You that Vrgineers will only use Your Data in accordance with these Terms.

11.2. You shall comply with all applicable laws and regulations applicable to You when purchasing the Products hereunder.

12. Miscellaneous

12.1 Any issues not addressed in these Terms shall be governed by the Terms and Conditions of Vrgineers that are available at vrgineers.com.

In case of any discrepancy between these Terms and the Terms and Conditions of Vrgineers, the Terms and Conditions of Vrgineers shall prevail.

12.2 These Terms are subject to California law, excluding conflict of law rules. Any dispute that would not be settled amicably shall be handled by a relevant California court.

12.3 The governing language of the Terms is English. Any translations of the Terms shall be of information nature only.