

EAGLE LIGHTS
TERMS AND CONDITIONS

1. LEGALLY BINDING TERMS AND CONDITIONS

- 1.1 By proceeding with the headlight installation service provided by Eagle Lights, you acknowledge and agree that these Terms and Conditions constitute a legally binding agreement between you, the customer, and Eagle Lights.
- 1.2 Your acceptance of these terms is indicated by scheduling and availing the services provided by Eagle Lights.
- 1.3 These Terms and Conditions shall have full legal effect and enforceability as permitted by applicable laws and regulations. If you do not agree with any part of these Terms and Conditions, please refrain from using our services.

2. SCOPE OF SERVICES

Eagle Lights specializes in automotive lighting, including headlight installations, projector upgrades, and customization services. The scope of the service will be discussed and agreed before the installation process begins.

3. CUSTOMER OBLIGATIONS

- 3.1 As the customer, you are responsible for providing accurate vehicle information, including the make, model, and year; and to ensure the proper selection and compatibility of headlight components.
- 3.2 You must disclose any pre-existing modifications or aftermarket installations that may affect the installation process.

4. HEADLIGHT CUSTOMIZATIONS AND PROJECTOR/BULB INSTALLATIONS

- a) Eagle Lights offers headlight customization services to enhance the appearance and functionality of your vehicle's headlights. Our customization options include personalized light patterns, LED color customization, and halo installation. However, the availability of specific customizations may depend on the make and model of your vehicle, the availability of compatible components, and the feasibility of the requested customization. Customization may also require Eagle Lights to cut, drill a hole or compromise the original manufacturer's design. It is essential to communicate your customization preferences clearly to our team before the installation process begins to ensure we can meet your expectations.
- b) Eagle Lights offers BI-LED/Laser projector/bulb installation services to upgrade your vehicle's lighting system and improve visibility on the road. Our installation services include the professional mounting of BI-LED/Laser projectors in your vehicle's headlight housing. Please note that BI-LED/Laser projector installation is subject to the compatibility of your vehicle's make and model, the availability of suitable components, and the feasibility of the installation.

4.1 Risks and Acknowledgement

The customer acknowledges and accepts that headlight customization involves certain risks that are inherent to the process. One key risk to note is that once customization is done, it may be impossible to return the headlight back to manufacturer's design. These risks include, but are not limited to, the following:

Customization:

- a) *Breakages*: During the customization process, there is a possibility of accidental damage to the headlight components, such as the lens, housing, or other internal parts. While our technicians exercise utmost care, unforeseen incidents may occur.

- b) *Sweating*: Some customization processes involve the use of heat to separate components or install new elements. This process may cause condensation or "sweating" inside the headlight housing, especially in the short term. Although we take measures to minimize this risk, it may occur in certain instances.
- c) *Compatibility Issues*: Headlight customizations rely on compatible components and technology. In some cases, compatibility challenges may arise, making specific customizations unfeasible or incompatible with the vehicle's electrical and lighting systems.
- d) *Electrical Issues*: Customization may involve altering the electrical connections and wiring inside the headlight housing. While our technicians are skilled professionals, there is a minimal risk of electrical issues arising due to these modifications.

Upgrade:

- a) *Compatibility Issues*: BI-LED/Laser projector installation requires compatible components and may not be feasible for all vehicle makes and models. Compatibility challenges may arise, making the installation unfeasible or incompatible with the vehicle's electrical and lighting systems.
- b) *Electrical Issues*: The installation process involves modifications to the vehicle's electrical connections and wiring to accommodate the BI-LED/Laser projectors. While our technicians are skilled professionals, there is a minimal risk of electrical issues arising due to these modifications.
- c) *Alignment Concerns*: Proper alignment of the BI-LED/Laser projectors is crucial for optimal light projection and road safety. Although our technicians use precise alignment techniques, minor deviations may occur due to factors beyond our control.
- d) *AFS (Adaptive Front-lighting System) Compatibility*: For vehicles equipped with an AFS, BI-LED/Laser projector installation may impact the functionality of the AFS system. The customer acknowledges that certain vehicle features or functionalities may not be compatible with the installation and may require adjustments or reprogramming.
- e) *Error Lights on Dashboard*: BI-LED/Laser projector installation may trigger error lights on the vehicle's dashboard due to modifications made to the lighting system. While we take measures to minimize such occurrences, the customer acknowledges that error lights may appear, and they are responsible for resolving any issues related to these error indicators.
- f) *Warranty Implications*: BI-LED/Laser projector installation may impact the warranty of the vehicle, particularly if it involves modifications to the original lighting system. The customer is responsible for understanding and acknowledging any potential warranty implications.

5. CUSTOMER LIABILITY AND NON-LIABILITY OF EAGLE LIGHTS

- a) By opting for headlight customization and upgrade services, the customer assumes full responsibility and accepts the associated risks.
- b) Eagle Lights shall not be held liable for any damages, losses, or costs resulting from the customization process, including but not limited to breakages, sweating, compatibility issues, electrical problems, alignment concerns, AFS compatibility, error lights on the dashboard, or warranty implications.
- c) The customer agrees not to hold Eagle Lights or its employees liable for any direct or indirect consequences arising from the headlight customization service.

6. EXPERT TECHNICIANS AND SAFETY MEASURES

Eagle Lights takes pride in its team of expert technicians who possess the skills and experience required for headlight customization and upgrade. While we make every effort to ensure a successful and safe customization process, the customer understands that customization involves altering the original state of the headlights, and there is inherent uncertainty in the outcome.

7. INFORMED DECISION AND CUSTOMER CONSENT

- a) Before proceeding with the headlight customization and upgrade service, the customer confirms that they have been informed about the associated risks and have understood the potential outcomes.
- b) The customer's decision to customize their headlights is based on their informed choice, and they consent to the customization and upgrade process despite the identified risks.
- c) The customer will be deemed to have consented when the customer signs the pre-inspection checklist.

8. LIMITED WARRANTY FOR CUSTOMIZATION

- a) Eagle Lights provides a limited warranty for headlight customizations and upgrades.
- b) The warranty covers any defects in workmanship related to the customization and upgrade process which shall have a warranty of 1 month from the date of installation.
- c) The warranty does not cover damages resulting from accidents, negligence, improper use, or any modifications made to the customized headlights by parties other than Eagle Lights.

9. MANUFACTURER'S WARRANTY

Eagle Lights does not provide warranties on headlight components or parts. Any manufacturer's warranty on components used during the installation is subject to the terms and conditions of the respective manufacturer.

- 9.1 *Third-Party Components:* During the headlight installation and customization process, Eagle Lights may use components or parts from third-party manufacturers. These components may be covered by their own respective warranties, and the customer shall be bound by the manufacturer's warranty terms and conditions for specific coverage and claims procedures.
- 9.2 *Warranty Duration:* Manufacturer's warranty for all products purchased from Eagle Lights shall be limited to a minimum period of six (6) months and a maximum period of one (1) year subject to compliance with these Terms and Conditions.
- 9.3 *Warranty Transfer:* Any manufacturer's warranty on components used in the installation is non-transferable.
- 9.4 *Claims and Warranty Service:* In the event of a component failure or defect covered by the manufacturer's warranty, Eagle Lights shall be responsible for contacting the manufacturer or their authorized service center to initiate a warranty claim. The customer will be expected to comply with any requirements from the manufacturer for purposes of claims.
- 9.5 *Exclusions and Limitations:* The manufacturer's warranty on components may include exclusions and limitations based on specific usage, environmental conditions, or improper handling. The customer should carefully review these terms and conditions for the purpose of ensuring compliance.
- 9.6 *Proof of Purchase:* To avail of the manufacturer's warranty, the customer may be required to provide proof of purchase, such as a sales receipt or invoice. It is the customer's responsibility to retain and present the necessary documentation when making a warranty claim.

10. COMPLIANCE WITH LOCAL REGULATIONS

The customer acknowledges that certain customizations and upgrades may impact the compliance of their vehicle with local regulations and traffic laws. It is the customer's responsibility to ensure that the customized headlights comply with all applicable laws and regulations before using the vehicle on public roads.

11. MAINTENANCE GUIDELINES FOR CUSTOMIZED HEADLIGHTS AND BI-LED/LASER PROJECTORS

Proper maintenance of your customized headlights and BI-LED/Laser projectors is essential to ensure optimal performance, longevity, and to retain warranty coverage. Follow these maintenance guidelines to keep your headlights in excellent condition:

- 11.1 *Regular Cleaning:* Clean your headlights regularly to remove dirt, dust, insects, and road debris that may accumulate on the lens and housing. Use a mild automotive detergent and a soft cloth or sponge to gently wipe the surfaces. Avoid using abrasive materials or harsh chemicals that could scratch or damage the lens.
- 11.2 *Avoid Harsh Chemicals:* Do not use harsh chemicals or solvents on the headlights, as they may damage the lens, housing, or protective coatings. If needed, use a lens-safe, non-abrasive cleaner specifically designed for automotive headlights.
- 11.3 *Avoid High-Pressure Water:* When washing your vehicle, avoid using high-pressure water directly on the headlights, as it may force water into the housing and cause moisture-related issues.
- 11.4 *Inspect for Moisture:* Periodically check the headlights for any signs of moisture or condensation inside the housing. If moisture is present, contact Eagle Lights immediately for inspection and resolution.
- 11.5 *Check for Loose Components:* Regularly inspect the mounting hardware and connections of the customized headlights or BI-LED/Laser projectors to ensure they are securely fastened. Loose components can cause misalignment or lead to damage.
- 11.6 *Alignment Check:* Check the alignment of the headlights periodically, especially after driving on rough roads or if you notice changes in light projection. Misaligned headlights may cause visibility issues and may require adjustment.
- 11.7 *Avoid Rough Handling:* Handle the customized headlights and BI-LED/Laser projectors with care. Avoid dropping, hitting, or subjecting them to rough handling including rough road driving, as it may cause internal damage.
- 11.8 *Verify Electrical Connections:* Ensure that all electrical connections, including bulbs and wiring, are secure and free from corrosion. Loose or damaged connections can affect the performance of your headlights.
- 11.9 *Monitor Dashboard Error Lights (if applicable):* If your vehicle is equipped with AFS or other advanced lighting systems, pay attention to the dashboard error lights. If any error lights related to the headlights appear, contact Eagle Lights promptly for inspection and resolution.
- 11.10 *Seek Professional Assistance:* If you encounter any issues or suspect a problem with your customized headlights or BI-LED/Laser projectors, immediately contact Eagle Lights for guidance.

Following these maintenance guidelines will help ensure that your customized headlights and BI-LED/Laser projectors continue to perform at their best, providing you with a safe and enjoyable

driving experience. Failure to comply with these maintenance guidelines may affect warranty coverage, so it is crucial to adhere to these recommendations.

12. STEPS TO BE FOLLOWED WHEN YOU EXPERIENCE ISSUES

When a customer experiences issues with their customized headlights or BI-LED/Laser projectors, they should take the following steps to address the problem effectively:

- 12.1 *Contact Eagle Lights:* The customer should reach out to Eagle Lights as soon as they encounter any issues with their customized headlights or BI-LED/Laser projectors. They can do this by calling the customer service helpline provided or sending an email to the designated support email address.
- 12.2 *Provide Detailed Information:* The customer should provide a detailed description of the problem they are facing. They should include information such as the date of purchase, order number (if applicable), and a thorough explanation of the issue they are experiencing.
- 12.3 *Include Supporting Evidence:* If possible, the customer should provide supporting evidence such as photographs or videos of the problem to help the technical support team understand the issue better.
- 12.4 *Follow Instructions:* The customer should follow any instructions given by Eagle Lights' customer support team. This may include troubleshooting steps or additional information required for the resolution process.
- 12.5 *Do Not Attempt DIY Repairs:* It is important for the customer not to attempt any DIY repairs or modifications to the customized headlights or BI-LED/Laser projectors, as this may void the warranty and cause further issues.
- 12.6 *Keep Records:* The customer should keep a record of all communication with Eagle Lights, including the date and time of contact, the names of the customer support representatives they spoke to, and the details of the conversation.
- 12.7 *Be Patient:* While Eagle Lights' team works to resolve the issue, the customer should remain patient and allow sufficient time for the investigation and resolution process.
- 12.8 *Cooperate with Inspection:* If required, the customer should cooperate with Eagle Lights' technicians for an inspection or assessment of the customized headlights or projectors to identify the root cause of the problem.
- 12.9 *Accept Resolution Options:* Once Eagle Lights provides resolution options, the customer should carefully consider and, if needed, provide their approval for the proposed course of action.

By following these steps, the customer can ensure that their issues are addressed efficiently and effectively, leading to a satisfactory resolution of the problem with their customized headlights or BI-LED/Laser projectors.

13. ACTS AND OMISSIONS THAT MAY VOID THE WARRANTY

The following acts and omissions may void the warranty for headlight customization and BI-LED/Laser projector installation services provided by Eagle Lights:

- 13.1 *Unauthorized Modifications:* Any modifications or alterations made to the customized headlights or BI-LED/Laser projectors by parties other than Eagle Lights without proper authorization shall void the warranty.
- 13.2 *Improper Installation or Removal:* If the customer attempts to install or remove the customized headlights or BI-LED/Laser projectors themselves or through a non-certified technician, it shall void the warranty.

- 13.3 *Use of Non-Recommended Components*: The use of non-recommended or incompatible components, such as bulbs, wiring, or connectors, with the customized headlights or BI-LED/Laser projectors may void the warranty.
- 13.4 *Misuse or Abuse*: Any misuse, abuse, or improper handling of the customized headlights or BI-LED/Laser projectors, including off-road use in extreme conditions, accidents, or use of extreme pressure in washing the vehicle, may void the warranty.
- 13.5 *Failure to Follow Maintenance Guidelines*: Neglecting regular maintenance and cleaning of the customized headlights or BI-LED/Laser projectors may void the warranty.
- 13.6 *Inadequate Care and Handling*: Failure to handle and care for the customized headlights or BI-LED/Laser projectors properly, including exposure to harsh chemicals, extreme temperatures, or physical damage, may void the warranty.
- 13.7 *Failure to Comply with Local Regulations*: Installation or use of the customized headlights or BI-LED/Laser projectors in a manner that violates local regulations, traffic laws, or safety standards may void the warranty.
- 13.8 *Removal or Tampering of Serial Numbers or Labels*: Removing, defacing, or tampering with the serial numbers, labels, or identification marks on the customized headlights or BI-LED/Laser projectors may void the warranty.
- 13.9 *Non-Compliance with Terms and Conditions*: Failure to comply with any terms and conditions outlined in the warranty policy and installation agreements may void the warranty.
- 13.10 *Negligence or Accidents*: Any damage or defects caused by negligence, accidents, or external factors not related to the manufacturing or installation process may void the warranty.

It is essential for customers to adhere to these guidelines and warranty terms to ensure the validity of the warranty for their customized headlights or BI-LED/Laser projector installations. Customers are encouraged to consult with Eagle Lights for any clarifications or concerns related to the warranty coverage and terms.

14. SERVICE CHARGES AND PAYMENTS

The cost of the headlight installation and customization services will be communicated to you before the appointment. Eagle Lights will provide a detailed breakdown of the charges, including the cost of components, labor, and any additional services requested.

- 14.1 *Payment Method and Responsibility*: Payment for products must be made directly to Eagle Lights/Elimn Business Pay Bill. Under no circumstances should customers make payments to any employee's personal mobile number. Cash payments should be made in person at the accountant's office or through the provided business payment methods. Failure to adhere to this payment requirement shall result in the customer forfeiting any claim for reimbursement or refund from the company.
- 14.2 *Payment Terms*: Payments for the headlight installation and customization services are due at the time of service unless otherwise agreed upon in writing. The customer's vehicle will not be allowed to leave the premise without making payment. Eagle Lights accepts various forms of payment, including credit cards, debit cards, cash, or electronic funds transfer.
- 14.3 *Quotations and Estimates*: Any quotations or estimates provided by Eagle Lights are valid for a specified period mentioned in the quotation. If the customer requests additional services or changes to the original customization plan during the installation, additional charges may apply, and a revised quotation or estimate will be provided for approval.
- 14.4 *Taxes and Fees*: The customer is responsible for any applicable taxes, duties, or fees imposed by relevant authorities in connection with the headlight installation and customization services.

- 14.5 *Additional Services or Components*: If during the installation process, the customer requests additional services or components beyond the initially agreed-upon scope of work, Eagle Lights will provide a separate quotation for the additional items or services. These additional charges will be payable at the time of service or as otherwise agreed upon.
- 14.6 *Cancellation and Rescheduling*: If the customer needs to cancel or reschedule the appointment, they must notify Eagle Lights at least 24 hours before the scheduled service time.
- 14.7 *Deposit and Product Reservation*: Customers may place a non-refundable deposit to reserve a product for a maximum period of one month from the date of the initial deposit. After one month, if the customer has not fully paid for the reserved product, the product will be released and made available for sale to other customers. Customers who fully pay for the reserved product outside the one-month period will receive a product that is available at the time of full payment. We do not guarantee a product's availability outside the one-month window.
- 14.8 *Late Payments*: In the event that payment is not made at the time of service, the customer agrees to settle the outstanding balance within the agreed-upon timeframe mentioned in the invoice. Late payments may be subject to additional charges or penalties as determined by Eagle Lights.
- 14.9 *Dispute Resolution*: If the customer disputes any charges or fees on the invoice, they must notify Eagle Lights in writing within 7 days of receiving the invoice. Eagle Lights will investigate the matter and respond to the customer in a timely manner with a resolution.
- 14.10 *Receipt and Invoice*: The customer will receive a detailed invoice upon the completion of the headlight installation and customization services. The invoice will include a breakdown of all charges and payments made.

15. CUSTOMER INSPECTIONS

- 15.1 *Post-Installation Inspection*: After the completion of the headlight installation and customization, the customer is encouraged to conduct a thorough post-installation inspection. During this inspection, the customer should review the installed components, customizations, and functionalities to ensure they meet their desired specifications and preferences.
- 15.2 *Verification of Customizations*: The customer should verify any requested customizations, such as personalized light patterns, LED color customization, halo installations, or any other specific modifications. If any concerns or discrepancies are identified during the inspection, the customer must promptly notify Eagle Lights for further evaluation and resolution.
- 15.3 *Functionality Check*: The customer should test all lighting modes, including low beam, high beam, and any additional custom features, to ensure they are functioning correctly. Additionally, if applicable, the customer should test any advanced lighting functionalities, such as Adaptive Front-Lighting System (AFS), to ensure proper operation.
- 15.4 *Alignment Verification*: It is crucial to verify the alignment of the headlights after installation, especially in the case of BI-LED/Laser projectors or other custom components. The customer should check the headlight beam alignment to ensure it complies with road safety regulations and provides optimal visibility without causing glare to other drivers.
- 15.5 *Dashboard Error Lights*: If the headlight installation involves advanced lighting systems or modifications, the customer should monitor the vehicle's dashboard for any error lights or warning indicators. In case of any unexpected dashboard notifications related to the headlights, the customer should promptly inform Eagle Lights for further inspection and resolution.
- 15.6 *Timely Reporting of Issues*: If the customer identifies any issues, discrepancies, or concerns during the post-installation inspection, it is essential to report them to Eagle Lights as soon as

possible. Timely reporting allows for prompt assessment and resolution of any potential problems.

- 15.7 *Customer Satisfaction Check*: Customer satisfaction is of utmost importance to Eagle Lights. As part of the post-installation inspection, the customer's satisfaction with the overall headlight installation and customization should be assessed. If the customer has any feedback or suggestions for improvement, they are encouraged to share them with Eagle Lights.
- 15.8 *Warranty and Support Information*: During the post-installation inspection, Eagle Lights will provide the customer with information regarding the warranty coverage, terms, and conditions. If the customer has any questions about the warranty or requires assistance, Eagle Lights will be available to address their inquiries and provide necessary support.

16. PRODUCT QUALITY AND INSPECTION

- 16.1 *Quality Assurance*: We take great pride in providing high-quality products that meet industry standards and comply with all relevant certifications. Before any product leaves the factory for installation, it undergoes meticulous testing to ensure its functionality, safety, and adherence to quality standards.
- 16.2 *Customer Communication*: In the rare event that a customer experiences an issue with a customized or upgraded product, we value open and effective communication. Our designated employees handling returns will promptly request customers to provide pictures and videos of the product. This visual documentation will assist in the initial assessment and investigation of the reported issue.
- 16.3 *Thorough Investigation*: To address reported issues effectively, a qualified technician will conduct a thorough investigation before removing the product from the customer's vehicle. The investigation aims to ascertain the nature of the reported issue and may fall into the following categories:
- a) *Product Quality Issue*: If our investigation reveals a manufacturing defect or quality issue within the customized or upgraded product, we will take full responsibility for the return. Customers will be eligible for a repair and/or replacement.
 - b) *Vehicle Compatibility and Rejection*: In certain cases, reported issues may relate to the vehicle's compatibility with the customized or upgraded product. If the product functions perfectly on our testing machine but is incompatible with the customer's vehicle, a refund will not be issued. Our customer support team will provide guidance on potential solutions or alternative products.
 - c) *Tampering or Unauthorized Modifications*: Tampering, unauthorized modifications, or improper handling of the customized or upgraded product will void the warranty and return policy. We will not be liable for any damages arising from such actions, and customers will not be eligible for refunds, repairs, or replacements.
 - d) *Supplier Communication*: If the issue is determined to be related to the customized or upgraded product, we will record a video demonstrating the problem and promptly share it with the supplier. Any potential product replacement will proceed only upon the supplier's approval (which most times it is not unreasonably withheld).
 - e) *Managing Director Approval*: For additional assurance, no product replacement will occur without explicit approval from the Managing Director. This process ensures careful review and authorization by the appropriate authority.
 - f) *Refund Policy*: Refunds will not be issued if the customized or upgraded product's quality is not in question. In cases where the vehicle rejects the product, customers will not be eligible for a refund.

17. REFUND POLICY

17.1 *Qualifying Refund Circumstances:* Refunds are applicable when workmanship defects are identified within the Six-Month or One Year warranty period (Depending on the product).

17.2 Non-Qualifying Refund Circumstances

- a) Refunds are not applicable when issues result from unauthorized modifications, tampering, or adjustments made by non-Eagle Lights technicians.
- b) We do not provide refunds for issues stemming from your vehicle's non-compliance with regulatory requirements, safety standards, or local laws post-installation.
- c) The manufacturer's warranty on components used during installation is not covered by our refund policy.
- d) Refunds cannot be given if Eagle Lights has attained the expected standards regardless of whether the client's standards have not been achieved.
- e) If a client requests a refund, Eagle Lights will charge it as a new installation, and installation rates will be applicable.
- f) We do not provide a refund if the vehicle rejects the product installed, and the product testing shows that the product is working properly.

17.3 Refund Process

- a) To request a refund under qualifying circumstances, follow these steps:
 - i) Promptly contact Eagle Lights to report the issue.
 - ii) Provide justification, visual documentation, including pictures and videos, to assist in the initial assessment.
 - iii) We will conduct an investigation to determine the cause of the issue and its relation to our workmanship.
- b) If your case qualifies for a refund, we will:
 - i) Process the refund in accordance with our policies.
 - ii) Refund will be done within 30 days of the date of the approval.
 - iii) Issue the refund amount via the original payment method within a reasonable time.

18. VEHICLE PICK-UP AND DROP-OFF SERVICES:

18.1 *Request for Pick-Up and Drop-Off:* Customers may request vehicle pick-up and drop-off services for their convenience. Eagle Lights/Elimn shall endeavor to provide these services promptly and professionally.

18.2 *Assumption of Risk:* While our drivers are experienced and licensed professionals, in the event of any accident during vehicle pick-up or drop-off, the risk and responsibility shall be borne by the customer. The customer is advised to ensure their vehicle is adequately covered by an insurance policy that includes coverage for such incidents. In cases where the customer's insurance does not provide adequate coverage, the customer is responsible for any expenses arising from the accident.

18.3 *In-Garage Incidents:* In the rare occurrence of an incident or accident while the customer's vehicle is within our garage premises and being driven by our employees, Eagle Lights shall bear the responsibility for ensuring the vehicle is repaired or restored to its previous condition.

18.4 *Cost Responsibility:* The cost associated with the pick-up and drop-off services, including transportation, fuel, and personnel, shall be borne by the customer. The specific costs will be communicated to the customer at the time of the service request.

19. LIMITATION OF LIABILITY

Eagle Lights shall not be liable for any direct, indirect, incidental, special, consequential, or exemplary damages arising from or in connection with the headlight installation and customization services. This limitation of liability applies to any claims, losses, expenses, or damages, whether based on warranty, contract, tort (including negligence), strict liability, or any other legal theory.

- 19.1 *Exclusion of Damages:* Eagle Lights shall not be liable for any damages arising from the use, inability to use, or performance of the headlight installation and customization services, including but not limited to damages for loss of profits, business interruption, loss of data, personal injury, or property damage.
- 19.2 *Third-Party Claims:* Eagle Lights shall not be responsible for any damages resulting from or related to any third-party claims, including claims against the customer by other individuals or entities.
- 19.3 *Assumption of Risks:* By availing themselves of Eagle Lights' headlight installation and customization services, customers acknowledge and assume all risks associated with the installation, customization, and use of the headlights. This includes any potential risks arising from alterations, modifications, or any other related activities.
- 19.4 *Non-Liability for Manufacturer's Warranty:* Eagle Lights is not liable for any issues or claims related to the manufacturer's warranty on components used during the headlight installation.
- 19.5 *Customer Responsibility:* It is the customer's responsibility to ensure that their vehicle meets all regulatory requirements, safety standards, and local laws after the headlight installation and customization. Eagle Lights will not be liable for any non-compliance issues arising post-installation.
- 19.6 *Exclusion of Implied Warranties:* To the fullest extent permitted by applicable law, Eagle Lights disclaims all implied warranties, including but not limited to warranties of merchantability and fitness for a particular purpose, regarding the headlight installation and customization services.
- 19.7 *Total Liability Limit:* In no event shall the total liability of Eagle Lights for any damages, losses, or expenses exceed the total amount paid by the customer for the headlight installation and customization services.
- 19.8 *Assumption of Responsibility:* The customer agrees that they are solely responsible for their vehicle's condition, compatibility, and any potential consequences resulting from the headlight installation and customization services.

Eagle Lights strives to provide high-quality headlight installation and customization services, but customers must understand and acknowledge that certain limitations on liability are necessary to protect the interests of both parties. By availing themselves of our services, customers agree to accept these limitations and acknowledge that the terms and conditions set forth herein represent a fair allocation of risk between the parties involved.

20. INDEMNITY

The customer agrees to indemnify and hold harmless Eagle Lights, its officers, directors, employees, agents, and affiliates from and against any and all claims, liabilities, damages, losses, expenses, or costs (including reasonable attorney's fees) arising out of or in connection with the headlight installation and customization services, the use of the installed headlights, or any breach of these terms and conditions.

- 20.1 *Third-Party Claims*: The customer agrees to indemnify Eagle Lights against any third-party claims, demands, or actions resulting from the headlight installation and customization services performed on the customer's vehicle.
- 20.2 *Unauthorized Modifications*: The customer agrees to indemnify Eagle Lights against any claims or damages resulting from any unauthorized alterations, modifications, or adjustments made to the installed headlights or related components.
- 20.3 *Non-Compliance Issues*: The customer agrees to indemnify Eagle Lights for any claims or penalties resulting from non-compliance with regulatory requirements, safety standards, or local laws pertaining to the headlight installation and customization.
- 20.4 *Manufacturer's Warranty Claims*: The customer agrees to indemnify Eagle Lights and hold it harmless from any claims or disputes arising from the manufacturer's warranty on components used during the headlight installation.
- 20.5 *Use of Customizations*: The customer acknowledges that any customization requests, alterations, or adjustments made to the headlights are at their own risk. The customer agrees to indemnify Eagle Lights against any claims, damages, or losses resulting from the use or consequences of such customizations.
- 20.6 *Assumption of Responsibility*: The customer agrees to assume full responsibility for any liability, damages, or losses that may arise from the headlight installation and customization services. The customer further agrees to indemnify and hold harmless Eagle Lights from any claims made against it arising out of the customer's use of the installed headlights.
- 20.7 *Cooperation in Defense*: In the event of any claims or legal proceedings, Eagle Lights will promptly notify the customer of such claims and provide all necessary cooperation and information for the customer's defense. The customer shall have the right to participate in the defense of any such claims with their chosen legal representation at their expense.

By availing themselves of Eagle Lights' headlight installation and customization services, the customer agrees to this indemnity clause and acknowledges their obligation to indemnify and hold harmless Eagle Lights from any and all liabilities, claims, damages, losses, or expenses arising from the services provided or their use of the installed headlights.

21. PRIVACY POLICY

Customer information collected during the appointment scheduling process will be used solely for the purpose of providing the service and will be treated in accordance with Eagle Lights' Privacy Policy.

22. GOVERNING LAW AND DISPUTE RESOLUTION

These Terms and Conditions shall be governed by and construed in accordance with the laws of Kenya, without regard to its conflict of laws principles. Any dispute, controversy, or claim arising out of or relating to these Terms and Conditions or the provision of headlight installation and customization services by Eagle Lights shall be resolved through negotiation, mediation, and, if necessary, arbitration as detailed below:

- 22.1 *Negotiation*: In the event of any dispute or disagreement between the customer and Eagle Lights, both parties agree to first attempt to resolve the matter amicably through good-faith negotiations. Each party shall appoint a representative to engage in the negotiation process.
- 22.2 *Mediation*: If the dispute is not resolved through negotiation within a reasonable period or if both parties agree that negotiations have been exhausted, the parties may, at their mutual discretion, seek mediation. The mediation shall be conducted by a mutually agreed-upon mediator or, if the parties cannot agree, by a mediator appointed by the Kenya Institute of Arbitrators.

- 22.3 *Arbitration*: If the dispute remains unresolved after mediation or if either party opts not to engage in mediation, the dispute shall be referred to arbitration. The arbitration shall be conducted in accordance with the rules of the Kenya Institute of Arbitrators. The arbitration proceedings shall be held in Kenya and conducted in the English language.
- 22.4 *Arbitration Award*: The arbitration award shall be final and binding on both parties, and judgment upon the award may be entered in any court having jurisdiction. The costs of the arbitration, including the fees and expenses of the arbitrator, shall be borne equally by the parties unless the arbitrator directs otherwise in the award.
- 22.5 *Equitable Relief*: Nothing in this clause shall prevent either party from seeking interim or equitable relief from a court of competent jurisdiction if such relief is necessary to protect the rights or interests of that party.
- 22.6 *Continuing Obligations*: The provisions of this clause shall survive the termination or expiration of these Terms and Conditions.
- 22.7 *Exclusive Jurisdiction*: Notwithstanding the foregoing dispute resolution process, the exclusive jurisdiction for any legal action or proceedings arising out of or relating to these Terms and Conditions or the provision of services by Eagle Lights shall be the courts of Kenya.

By scheduling an appointment and using our headlight installation and customization services, customers agree to the terms of this governing law and jurisdiction clause, as well as the negotiation, mediation, and arbitration provisions outlined herein.

23. MODIFICATION OF TERMS AND CONDITIONS:

Eagle Lights reserves the right to modify these Terms and Conditions at any time, with or without notice. Any changes will be effective immediately upon posting on our website or other communication channels.