

## TERMS OF SALE

### Neobotics Foundation Inc. – Neoracer Autonomous Car Kit

**Effective Date:** 3/13/2026

**Last Updated:** 3/13/2026

These Terms of Sale (“**Terms of Sale**”) govern the sale of the **Neoracer autonomous car kit** and any related parts, accessories, replacement components, software, firmware, documentation, and other goods sold by **Neobotics Foundation Inc.** (“**Neobotics**,” “**we**,” “**our**,” or “**us**”) to the purchaser (“**Buyer**,” “**you**,” or “**your**”).

These Terms of Sale apply to purchases made through our website, checkout process, invoices, order forms, quotations, direct sales, or other authorized sales channels. By placing an order or purchasing any Neobotics product, you agree to these Terms of Sale.

If you do not agree, do not place an order or use the product.

## 1. Scope of Sale

These Terms of Sale apply to all sales of Neobotics products unless a separate written agreement signed by an authorized representative of Neobotics expressly provides otherwise.

These Terms of Sale supplement, and should be read together with, any applicable Terms of Service, Shipping Policy, Return Policy, Warranty statement, and Privacy Policy published by Neobotics or provided with the order.

If there is any conflict between these Terms of Sale and the written **Neoracer Limited Hardware Warranty**, the written warranty will control with respect to warranty-specific matters.

## 2. Product Nature and Intended Use

The Neoracer is an autonomous vehicle kit intended for educational, research, prototyping, and recreational use.

Unless expressly stated otherwise in writing by Neobotics, the Neoracer is:

- not a motor vehicle for use on public roads;
- not certified for public-road transportation;
- not intended for safety-critical, life-critical, or mission-critical applications;
- not intended for use where malfunction could reasonably be expected to cause death, serious bodily injury, or substantial property damage.

Buyer is solely responsible for selecting an appropriate use environment, following all documentation and safety instructions, and ensuring proper assembly, supervision, and operation.

### 3. Orders and Acceptance

All orders are subject to acceptance by Neobotics.

An order is not binding on Neobotics until Neobotics accepts it through written confirmation, shipment, or invoice acceptance. Neobotics may reject or cancel orders for reasons including product unavailability, pricing error, legal restrictions, export screening, suspected fraud, or other legitimate business reasons.

### 4. Prices, Payment, and Taxes

Buyer agrees to pay the purchase price, shipping and handling charges, and all applicable taxes, duties, import charges, and governmental fees associated with the order, unless otherwise expressly stated in writing.

Unless otherwise agreed in writing, payment is due at the time of order.

### 5. Initial Inspection; Shortages and Visible Defects

Upon receipt of the product, Buyer shall promptly inspect all components for shortages, shipping discrepancies, or visible defects.

Buyer must notify Neobotics in writing via the official warranty form available at [neobotics.org](https://neobotics.org) within **seven (7) days** of receipt of any shortages, discrepancies, or visible damage. If no inspection is conducted or no report is delivered within that seven-day period, the products will be deemed accepted for purposes of claims relating to shortages or visible defects, to the extent permitted by applicable law.

Nothing in this section limits any rights that cannot lawfully be waived under applicable law.

### 6. Limited Hardware Warranty

#### 6.1 Warranty Term

Neobotics warrants the Neoracer robotic car kit against defects in materials and workmanship under normal use for a period of **nine (9) months from the date of original delivery** (“**Warranty Period**”). The Warranty Period is intended to align with Neobotics’ manufacturer fulfillment cycle.

#### 6.2 Warranty Coverage

During the Warranty Period, Neobotics warrants that the product will conform in all material respects to its official specifications and product descriptions and will meet applicable quality standards for covered hardware components.

### 6.3 Warranty Remedy

In the event of a confirmed covered hardware breach or defect during the Warranty Period, Neobotics shall, at its sole discretion:

- replace the defective component within **fourteen (14) business days** after receipt of the defective item; or
- repair the defective component within **thirty (30) business days** after receipt of the defective item.

These remedies are subject to reasonable delays outside Neobotics' control, including supply chain disruptions, customs holds, carrier delays, or force majeure events.

### 6.4 Third-Party Materials

Any warranty applicable to materials or components provided by third-party suppliers, including specialized external sensors, batteries, or similar items not manufactured by Neobotics, shall be subject to the specifications, warranty terms, and limitations of those third-party suppliers.

### 6.5 Warranty Claim Procedure

To initiate a warranty claim, Buyer must:

1. complete the official Warranty Claim Form located at **neobotics.org**;
2. provide proof of purchase, including the order number and/or unit number;
3. provide a written description of the failure; and
4. provide supporting visual evidence, including photos or video.

Buyer must wait for a confirmed **Return Merchandise Authorization (RMA)** from Neobotics before returning any hardware. Unauthorized returns may be refused.

## 7. Warranty Exclusions and Improper Usage

Neobotics shall not be liable under the limited hardware warranty if the defect, malfunction, or damage is caused by **Improper Usage**. Improper Usage includes, but is not limited to:

- **Misuse and Neglect:** damage from accidents, fire, liquid or water damage, lightning, or extreme environmental conditions;
- **Improper Installation:** damage resulting from incorrect assembly, improper wiring, or improper testing procedures;
- **Electrical Abuse:** short-circuits, reversed polarity, or over-voltage applications;
- **Hardware Alteration:** unauthorized attempts to desolder, physically modify, or permanently alter factory-soldered components on the printed circuit board (PCB);
- **Third-Party Integration:** usage in conjunction with third-party products or software modifications that exceed the rated limits of the hardware;

- **Normal Wear:** reasonable abrasion, tire wear, or cosmetic scratches resulting from standard operation.

Neobotics may deny warranty coverage where reasonably available evidence indicates that Improper Usage caused or materially contributed to the claimed failure.

## **8. Software and Digital Materials**

Unless expressly stated otherwise in writing, software, firmware, sample code, and digital materials are provided under license and are not separately warranted to be error-free, uninterrupted, or fit for any particular competition, curriculum, or commercial deployment.

## **9. Implied Warranties**

To the extent applicable law provides implied warranties, those warranties apply only to the extent they cannot lawfully be excluded or limited.

If the transaction is a commercial sale where limitation of implied warranties is permitted, any implied warranties are limited to the minimum scope and duration permitted by applicable law.

For consumer transactions, nothing in these Terms of Sale is intended to exclude or limit any implied warranty, remedy, or consumer right to the extent such exclusion or limitation is prohibited by applicable law.

## **10. Disclaimer of Non-Warranty Statements**

Except as expressly stated in these Terms of Sale or in a separate written warranty statement issued by Neobotics, Neobotics does not make any additional express warranty.

Product descriptions, demonstrations, educational examples, marketing materials, sample performance data, and technical support communications do not create a separate express warranty unless expressly stated in writing as such.

## **11. Buyer Responsibilities and Assumption of Operational Risk**

Buyer acknowledges that the Neoracer requires assembly, configuration, charging, testing, and supervised operation, and that such activities involve inherent risks.

Buyer assumes responsibility for:

- safe assembly and operation;
- adult supervision where appropriate;
- pre-use inspection and maintenance;

- compliance with all warnings and documentation;
- providing a safe testing environment;
- preventing foreseeable injury to persons, animals, and property.

## **12. Limitation of Liability**

Neobotics' liability under the written hardware warranty is limited strictly to the repair or replacement of hardware as set forth in Section 6.

To the maximum extent permitted by applicable law, Neobotics shall not be liable to Buyer or any end user for any loss or damage arising from the installation, use, or performance of the product, including any indirect, special, incidental, or consequential damages, such as:

- lost profits;
- loss of revenue;
- loss of use;
- loss of data;
- business interruption;
- loss of goodwill;
- cost of substitute goods or services.

To the maximum extent permitted by applicable law, the total aggregate liability of Neobotics arising out of or relating to the sale, delivery, installation, use, or performance of the product shall not exceed the amount paid by Buyer for the specific product giving rise to the claim.

Nothing in these Terms of Sale excludes or limits liability to the extent such exclusion or limitation is prohibited by applicable law.

## **13. No Liability for Improper Use or Unauthorized Modification**

To the maximum extent permitted by law, Neobotics is not responsible for injury, damage, or loss arising from:

- operation on public roads or in prohibited areas;
- unsafe operating conditions;
- unauthorized modifications;
- integration with third-party hardware or software not approved by Neobotics;
- failure to follow instructions or warnings;
- negligent or reckless use;
- use in safety-critical or unlawful applications.

## **14. Indemnification**

To the maximum extent permitted by law, Buyer agrees to indemnify, defend, and hold harmless Neobotics and its officers, directors, employees, volunteers, affiliates, licensors, suppliers, and service providers from claims, liabilities, damages, losses, and expenses, including reasonable attorneys' fees, arising out of or related to:

- Buyer's misuse of the product;
- Buyer's violation of law;
- Buyer's modification, integration, or deployment of the product;
- injury or property damage caused by Buyer's negligent, reckless, or unlawful conduct.

If Buyer is a consumer purchaser, this section applies only to the extent permitted by applicable law.

## **15. Exclusive Remedies**

Except where prohibited by law, the remedies expressly stated in Section 6 are Buyer's exclusive remedies for breach of the limited hardware warranty.

If a limitation of remedy fails of its essential purpose under applicable law, Buyer may have such additional remedies as the law provides.

## **16. Force Majeure**

Neobotics will not be liable for delay or failure to perform arising from causes beyond its reasonable control, including supplier shortages, transportation disruptions, labor shortages, customs delays, severe weather, natural disasters, war, civil unrest, government action, public health emergencies, power outages, or internet disruptions.

## **17. Governing Law**

These Terms of Sale are governed by the laws of the Commonwealth of Massachusetts, without regard to conflict-of-laws principles, except to the extent superseded by applicable federal law or non-waivable consumer-protection law.

## **18. Dispute Resolution**

Any dispute arising out of or relating to these Terms of Sale or the sale of products by Neobotics shall be brought exclusively in the state or federal courts located in Massachusetts, unless a different dispute-resolution process is expressly agreed in writing.

## **19. Severability**

If any provision of these Terms of Sale is found unenforceable, the remaining provisions will remain in full force and effect to the fullest extent permitted by law.

## **20. Entire Agreement**

These Terms of Sale, together with any applicable written warranty statement, return policy, shipping policy, and any order-specific written agreement signed by Neobotics, constitute the complete agreement governing the sale of the product.

Any conflicting or additional terms proposed by Buyer, including in a purchase order, are rejected unless expressly accepted in writing by an authorized representative of Neobotics.

## **21. Contact Information**

**Neobotics Foundation Inc.**

285 3rd St.

Cambridge, MA 02142

Email: [support@neobotics.org](mailto:support@neobotics.org)

Phone: +1 (857) 763-8884

Website: [www.neobotics.org](http://www.neobotics.org)