Lambda Terms of Sale

1. **Introduction.** These Terms of Sale (the “Agreement”) governs the purchase and use of the goods and services provided by Lambda. These terms become effective upon issuance of a Purchase Order to Lambda.
   a. These Terms apply to all goods and services purchased from Lambda, on [https://lambdalabs.com](https://lambdalabs.com) or other Lambda websites, through a reseller, through a Lambda sales associate, or through a third party ecommerce platform. By placing an order with Lambda, you agree to and are bound by these terms.

2. **Definitions.**
   b. “Lambda” refers to Lambda Labs, Inc., a Delaware corporation headquartered in San Francisco, California.
   d. “Hardware”, “system” refers to computer hardware and computer peripherals sold by Lambda.
   e. “Software” refers to computer programs and code pre-installed on the hardware.
   f. “Goods and Services”, “Products”, “Services” means the goods and services sold by Lambda.

3. **Quotations, Purchase Orders, and Invoices.** All Purchase Orders (POs) are subject to acceptance by Lambda. All Purchase Orders must contain a Quote ID referencing a Quotation provided by Lambda to you.
   a. **Quote Expiration.** Quoted pricing is valid until the latter of either an explicit quote expiration date or 30 days after the quote date.
   b. **Errors.** Lambda is not responsible for typographical, pricing, or product information errors in purchase orders.

4. **Returns and Exchanges.** Lambda values our relationship with you. We offer a 30 day return policy for any goods purchased at retail pricing listed on [https://lambdalabs.com](https://lambdalabs.com), less S&H. Custom orders quoted by a sales representative, orders discounted below retail pricing, or orders with custom components are not eligible for returns or exchanges.
   a. **RMA.** Before returning any products to Lambda you must contact [support@lambdalabs.com](mailto:support@lambdalabs.com) and obtain a return merchandise authorization number (RMA number). The RMA Number will be associated with a specific Lambda Return Facility return address. Hardware must be returned in its original packaging and condition.
   b. **Risk of Loss, Shipping Liability, Title.** Customer is responsible for any risk of loss, shipping damages, and shipping and handling fees. Title passes to Lambda upon receipt of goods from the customer at the Lambda Return Facility address.
   c. **Restocking fee.** Additional fees including a 15% restocking fee may apply and is determined on a case-by-case basis at the sole discretion of Lambda.

5. **Hardware Support Services.** Hardware services are services that are provided by Lambda under the terms of our limited warranty. They do not include:
   a. End user software issues;
   b. Accidental damage;
c. Improper modifications not performed by Lambda or one of its authorized representatives;

d. Abuse, negligence, fire damage, water damage, electrical damage, and other causes beyond Lambda’s control

6. Software. The software is subject to and bound by the applicable End Use Licensing Agreements associated with that software.

7. Payment. Lambda shall invoice Customer upon the shipment of the Goods. Unless otherwise stated, payment for the Goods is due within thirty (30) days of the date of Lambda’s invoice, which date will not be before the date of Lambda’s delivery of the Goods. Unless otherwise noted, payments will be made in United States Dollars (USD).

   a. Late Payments. If Buyer fails to make a payment due under these Terms, Lambda reserves the right to charge a late payment penalty of 1.5% per month. In addition, Lambda may seek to collect any attorney fees, legal fees, or other costs associated with collection. Lambda reserves all rights, remedies, claims and causes of action available in law and equity related to Customer’s failure to pay.

8. Taxes, Duties, Shipment, Customs. Buyer is responsible for all sales tax, duties, tariffs, and customs fees associated with the purchase, shipment, import, export, and delivery of the item.

9. Title, Risk of Loss, Shipping Costs. Title to and risk of loss of the Goods shall pass to Buyer upon shipment of the Goods (FOB Origin) in accordance with this Agreement. All shipping costs shall be borne exclusively by the buyer. Notify Lambda immediately if you believe that your order is incomplete, missing, or damaged.

10. Warranties. Lambda gives a 30-day limited warranty from the date of delivery that the Goods are in good condition and shall be free from substantive defects. The warranty does not apply to any Goods that are damaged due to the misuse, abuse or negligence of any party other than Lambda.

   a. Some products may have been manufactured with new components or refurbished components that have undergone reliability, burn-in, or performance testing.

   b. Lambda products returned via an RMA may be replaced by new, refurbished, or similar versions of the same components rather than being repaired.

11. Force Majeure. Lambda shall not be responsible for any claims or damages resulting from any delays in performance or for non-performance due to unforeseen circumstances or causes beyond Lambda’s reasonable control.

12. Limitation of Liability. Lambda will not be liable for any indirect, special, consequential, or punitive damages (including lost profits) arising out of or relating to this Agreement or the transactions it contemplates (whether for breach of contract, tort, negligence, or other form of action) and irrespective of whether Lambda has been advised of the possibility of any such damage. In no event will Lambda’s liability exceed the price paid by Buyer to Lambda for the Goods giving rise to the claim or cause of action.

13. Assignment. Lambda may assign any of its rights under this Agreement or delegate any performance under this Agreement.

14. Amendments. No amendment to this Agreement will be effective unless it is in writing and signed by both Parties.

15. Governing Law. The terms of this Agreement shall be governed by and construed in accordance with the laws of the State of California, not including its conflicts of law provisions.

   a. Venue. Lambda and the Customer agree that any disputes related to this Agreement shall be brought exclusively in the state or federal courts located in San Francisco County, California.
16. Disputes. Any dispute arising from this Agreement shall be resolved through binding arbitration conducted in accordance with the rules of the American Arbitration Association.

17. Limitation. Neither Lambda nor Customer shall be liable for any claims brought more than two years after

18. Customer Reference. You agree that Lambda may identify you as a customer of Lambda goods and services, use your name and logo in sales collateral, marketing materials, case studies, web customer profiles, and for promotional purposes.

19. Entire Agreement. This Agreement contains the entire understanding between the Parties and supersedes and cancels all prior agreements of the Parties, whether oral or written, with respect to such subject matter.

20. Notices. Any notice or other communication given or made to any Party under these Terms shall be in writing and sent by email to:

Lambda Labs, Inc.
legal@lambdal.com