

## 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> 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.**
  - a. “Terms of Sale”, “Terms”, “Agreement” refer to this document.
  - b. “Lambda” refers to Lambda Labs, Inc., a Delaware corporation headquartered in San Francisco, California.
  - c. “You”, “Buyer”, “Customer” refers to the entity purchasing the Goods and Services.
  - 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 offers full refunds on products returned within 30 days of delivery to you. A full refund will be granted if all of the following conditions are met:
  - a. The product being returned is in transit to Lambda within 30 calendar days of its delivery to you.
  - b. The product being returned was purchased directly from Lambda.
  - c. The retail price of the product being returned is less than \$70,000.
  - d. You have returned no other products ordered in the 365 calendar days preceding the date that the product being returned was purchased.
  - e. The product being returned contains no NVIDIA Tesla GPUs.
  - f. The product being returned is not customized; that is, the product’s configuration was available on Lambda’s public E-Commerce platform at the date of its purchase.
  - g. The product being returned was shipped from Lambda to a location within the USA.
  - h. The product is being returned from a location within the USA.
  - i. The product being returned is in its original packaging and condition.
  - j. You have contacted [support@lambdalabs.com](mailto:support@lambdalabs.com) and obtained a return merchandise authorization number (RMA number). The RMA Number will be associated with a specific Lambda Return Facility return address.

---

Moreover,

- I. **Return shipping costs.** If all conditions above are met, Lambda will pay the cost of shipping the return. Lambda will not purchase insurance on this shipment unless paid for by the customer.
  - II. **Risk of Loss, Shipping Liability, Title.** For all returns, the customer is responsible for any risk of loss and shipping damages. Title passes to Lambda upon receipt of goods from the customer at the Lambda Return Facility address.
  - III. **Restocking fee.** If any condition (a) through (j) is not met, Lambda reserves the right to deny the return; additionally, the shipping cost of the return and a 15% restocking fee may be applied 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](mailto:legal@lambdal.com)

Document: Lambda Terms of Sale

Date of Last Revision: 07/17/2020