



## Return and Limited Warranty Policy

### I Return Policy

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If your order arrives and it is not right, we will fix it, we promise. Change your mind? You can return any **new, unused and unopened item** within 30 days of your order. We will issue a full refund to your original payment method.

#### Refund Policy

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- Returned products must be in new, unused condition and include the new condition, unopened original box and/or packaging
- Once your return is received and inspected by Third Eye Design (usually within 24 hours of receipt), your refund will be processed, and a credit will be applied to your credit card or original payment method. Please note that depending on your credit card company, it may take an additional 2-10 business days after your credit is applied for it to be posted to your account.
- You are responsible for all shipping costs associated with getting your order back to our Pittsford warehouse.
- See below for instructions on where/how to get your return order back to us. All returns need an RA (Return Authorization) number and will need to be returned to Third Eye Design in Pittsford, NY.

#### Return Shipping Options

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- We recommend shipping with a method which includes tracking and insurance for your return shipment. Third Eye Design is not responsible for damage to returned products incurred during shipping.
  - All shipments must be made prepaid; packages shipped COD will be rejected. **Exchanges**
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- Need to make an exchange? After you process your return, simply place a new order for the exchange merchandise. That means you'll claim the inventory and get your new gear fast!
- If your exchange order qualifies for our free ground shipping offer it will be applied.
- You are still responsible for return shipping costs on your original order back to us.

## Order Cancellation / Modifications

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- If you change your mind, act quickly! We turn around and process orders quickly.
- Orders can be modified or cancelled only while their status is labeled "Order Received." Once an order has a status of "Order Processed," it cannot be cancelled or modified, as the order has been processed by our warehouse and is in the queue to be shipped out.

## Used or Damaged Merchandise

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- Any merchandise which shows signs of use (wear, dirt, smell, pet hair, scuffing, mounting, installation etc.) or otherwise, is in a condition other than it was received and cannot be returned.
- Open box items for which the packaging has been destroyed or damaged are not returnable.

## Electronics

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- Any electronic item which has been removed from packaging or where the manufacturer seal is broken is non-returnable.
- Any item which has been installed or shows signs of attempting to be installed on a vehicle is non-returnable.
- Open box items for which the packaging has been damaged or where a manufacturer's seal has been compromised are not returnable.

## International Returns

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- International shipments should be marked as a "Merchandise Return" with a carrier that does not levy brokerage fees. The customer is responsible for any applicable brokerage or customs charges.
- Any items shipped with COD or having additional brokerage fees that are charged to Third Eye Design upon delivery will be rejected.

## Warranty Returns

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- Please see the inView Warranty document for warranty details and return process.

## Damaged Items

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- Please let us know ASAP if any items on your order arrive damaged. Please keep all original shipping containers and take pictures if possible. Damaged item claims are handled through the shipping carrier (UPS, FedEx, USPS, etc). We will assist our customers in these claims. We only ask that customers be patient as sometimes this process can take longer than any of us would like!

## Returns Process

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You can request a return authorization number (RA#) by sending an email to [support@thirdeyedesigndesigninc.com](mailto:support@thirdeyedesigndesigninc.com).

Please include your Return Authorization number with each shipment back to Third Eye Design. You have 30 days from the day the RA is issued to return your merchandise so please be sure to ship at your earliest convenience. Please do not tape anything to the original product packaging! We need to get all products (and their packaging!) back in new condition. Place all merchandise in a shipping box; you may use the original shipping container. However, please DO NOT use the manufacturer's product box as the shipping container. It will arrive damaged, and the package will be rejected by our returns department. Returns should be shipped to the following address unless otherwise noted on your return authorization instructions: **Third Eye Design, inc., Attn: Returns (RA# XXXX), 15 Schoen Place, LL, Pittsford, NY 14534**. Please retain your return tracking information. Third Eye Design is not responsible for packages lost during return shipment. You will receive a confirmation email from Third Eye Design when your return is processed which will include the full details of refund credited.

## II Limited Warranty Policy

THIRD EYE DESIGN, INC. warrants its InView® wireless motorcycle helmet brake and turn signal light against defects in material and workmanship under normal use for twelve (12) months from the date of original purchase. In the event of a breach of this warranty, THIRD EYE DESIGN, INC. will, at its option, either (a) repair or replace your InView® unit; or (b) refund your purchase price. This warranty is extended only to the original purchaser of a new InView®.

You **must** contact us via email and receive a Return Authorization prior to returning any merchandise.

This warranty ONLY COVERS failures due to defects in materials or workmanship, and is subject to the following conditions:

- The complete product must be returned to us at the customer's expense, using an online trackable shipping method (trackable door-to-door, e.g. FedEx, UPS etc.) that also requires a signature at delivery. You must notify us as you have shipped it, and you must provide the tracking number.
- The product must be in good resalable condition. Any damaged or tampered devices will NOT be refunded. A refund will only be issued once the device has been received and inspected.
- This return policy only applies to customers who are original purchasers of a new inView®.

In addition, the guarantee cannot cover:

- repairs or replacements of parts resulting from normal wear and tear;
- any adaptation of the Product which is necessary to make it comply with technical or safety standards which are applicable in a country other than the one for which the Product was originally designed and manufactured,
- damage or defects in the Product resulting:
  - from improper use or installation of the Product (use which is not in accordance with the use for which the Product is intended, installation or use which is not in accordance with the instructions of Third Eye Design;

- maintenance of the Product which is not in accordance with the instructions of Third Eye Design or negligence in the maintenance of the Product;
- poor handling or misuse of the Product (mishandling, dropping, shocks, etc.) or an unsuitable environment (exposure to moisture, excessive heat, contact with a damaging substance, inadequate power supply, etc.);
- an alteration or repair to the Product which is not carried out by a service provider who has been approved by Third Eye Design.

THIRD EYE DESIGN, INC. MAKES NO EXPRESS WARRANTY EXCEPT AS SET FORTH ABOVE.

UNDER NO CIRCUMSTANCES SHALL THIRD EYE DESIGN, INC. BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR OTHER LOSS RESULTING FROM OR ARISING OUT OF THE USE OF ITS InView® PRODUCT, OR OUT OF ANY BREACH OF EXPRESSED OR IMPLIED WARRANTY.

ALL IMPLIED WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE, ARE LIMITED TO THE 12 MONTH PERIOD OF THIS EXPRESSED WARRANTY.

This warranty gives you specific legal rights and you may also have other rights which vary from state to state. Some states do not allow the exclusion or limitation of incidental or consequential damages, or limitations on how long an implied warranty lasts.