

**COHO Designs, LLC QUOTATION TERMS AND CONDITIONS OF SALE**

1. **AGREEMENT.** This Quotation is an offer by COHO Designs, LLC to sell the products and/or services described herein and is expressly conditioned upon customer's acceptance to be binding upon COHO Designs, LLC. By accepting this offer, customer agrees to and accepts all these terms and conditions; any additional or different terms or conditions contained in any document sent by customer to COHO Designs, LLC shall be of no effect. By acceptance of any goods or services produced hereunder, customer specifically waives any additional, or different terms or conditions. Acceptance hereof shall occur when customer (I) in writing, by facsimile transmittal (FAX), Electronic mail (E-mail), or otherwise orders any of the products, or authorizes COHO Designs, LLC to perform any of the work, shown on the face hereof, or (II) services, COHO Designs, LLC delivers any of the products or services described herein to customer, whichever occurs first. This document constitutes the entire agreement between COHO Designs, LLC and Customer. It shall be governed by and be construed according to its terms and the internal laws of the State of Florida. COHO Designs, LLC and customer consent and submit to the exercise of personal jurisdiction by the courts located in the State of Florida. Any provision hereof prohibited or unenforceable under applicable law shall be ineffective only to such extent and without invalidating the remaining provisions of this document. No order may be canceled or altered by customer except upon COHO Designs, LLC's prior written consent.

2. **PRODUCT DELIVERY, CLAIMS, AND DELAYS.** All products are sold F.O.B. COHO Designs, LLC plant and customer shall bear all risk of loss or damage in transit. COHO Designs, LLC may deliver products in installments with each installment to be separately invoiced and paid for when due. Delay in delivery of any installment shall not relieve customer of its obligation to accept and pay for any other deliveries. Any delivery not in dispute shall be paid for regardless of any controversies relating to other deliveries. Claims for shortages or other errors in delivery must be made in writing to COHO Designs, LLC within thirty (30) days from date of invoice. Failure to give such notice shall constitute customer's unqualified acceptance of delivery and waiver of any such claims. COHO Designs, LLC shall not be liable for any damage resulting from any cause beyond COHO Designs, LLC's control, including, without limitation, an act of God, act of the customer, embargo or the government act, regulation or request, fire, accident, strike, slowdown, war, delay in transportation, inability to obtain necessary labor, materials, or manufacturing facilities.

**Rider A** - Customer acknowledges that delivery dates set forth in the Quotation represent estimated delivery dates and are not intended to be binding upon COHO Designs, LLC. Acceptance by customer of products or services as set forth in the Quotation (or subsequently agreed to by the parties) no communication to the contrary by customer to COHO Designs, LLC within forty-eight (48) hours after such acceptance constitutes admission by the customer or COHO Designs, LLC's satisfaction of its obligations to customer.

3. **RIGHT TO CHANGES.** COHO Designs, LLC may furnish suitable substitutes for materials unobtainable because of good or reasonable cause. COHO Designs, LLC has the right to cancel and declare null and void any agreements arising from this Quotations without liability to the customer other than refunding to customer any payment for goods tendered prior to cancellation. COHO Designs, LLC shall reasonably notify customer of such cancellation or services provided. Any changes in drawings, materials, design specifications, or masters which affect cost will entitle COHO Designs, LLC to establish new prices, and if work has been started, COHO Designs, LLC shall be properly reimbursed for work already performed regardless of whether products or services are accepted by customer. COHO Designs, LLC similarly reserves the right to establish new prices if changes involving an increase or decrease in the quantities due or in the time required for performance under the order. Customer has the right to cancel a product development program at any time by written notice to COHO Designs, LLC. The customer remains obligated to pay for work performed plus appropriate cancellation charges. In the event customer cancels a production order, COHO Designs, LLC shall at a minimum be entitled to be paid a raw materials fee equal to twenty percent (20%) of the gross price of the customer's total order, together with such other incidental and consequential damages and loss of profits as may result from the cancellation.

4. **PAYMENT.** Invoices are due and payable per the terms so noted on respective invoice ("due date"). Any amount not paid by due date shall be subject to a finance charge of 1.5% per month until paid. Customer agrees to pay all COHO Designs, LLC's reasonable attorney fees, collection fees and costs arising out of any breach by customer of this or any subsequent Quotation. COHO Designs, LLC shall not be obligated to perform upon any order until COHO Designs, LLC receives any agreed upon advance payment.

5. **TAXES AND OTHER CHARGES.** Any tax, fee, or charge of any nature what so ever imposed by any governmental authority shall be paid by customer in addition to the prices quoted or invoiced.

6. **PATENTS, COPYRIGHTS: APPROVAL.** COHO Designs, LLC neither warrants nor represents that any products or services furnished hereunder may be patentable or copyrightable. Customer shall review and approve all plans, drawing, sketches, renderings, diagrams, specifications, models, and prototypes prepared for customer by COHO Designs, LLC (collectively "design work"). Such

approval shall constitute customer's warranty and representation to COHO Designs, LLC that no design work or product produced by COHO Designs, LLC for customer infringes upon any patent, copyright, or trade secret. Customer acknowledges that COHO Designs, LLC is relying upon customer's representations herein and that COHO Designs, LLC has not made, and is not obligated to make, any independent inquiry or investigation.

7. **INDEMNITY.** Customer shall, at no expense to COHO Designs, LLC, indemnify, defend, and hold COHO Designs, LLC harmless against any and all losses, damages, and expenses (including punitive damages, multiple damages, attorney fees, and other costs of defending any action) that COHO Designs, LLC may incur as a result of any claim made against COHO Designs, LLC by any person, including, without limitation customer, its successors, assigns, and customers, actually or allegedly arising in any way out any of the products or services furnished hereunder by COHO Designs, LLC out of any products manufactured or sold by customer, including without limitation, any claim which in whole or in part actually or allegedly arises out of (a) COHO Designs, LLC negligent or other wrongful act or omission, (b) danger or defect in any product or service sold by COHO Designs, LLC to customer, or (c) infringement by COHO Designs, LLC of any patent, copyright, or trade secret relating to any product development work or to any products made by COHO Designs, LLC for customer.

**Rider B** - Customer shall assume all responsibility for product liability, including but not limited to any and all injuries or damages caused by any alleged defect in the product. Customer understands that COHO Designs, LLC will perform no product testing. COHO Designs, LLC will make best efforts to meet design specifications as set forth by customer but customer is not relying on any advice given by COHO Designs, LLC concerning the safety or testing of the products. Customer will give advance notice to COHO Designs, LLC of any use of these prototypes other than that stated previously, including, but not limited to, product testing and introduction of parts into the stream of commerce. Customer shall obtain and maintain product liability insurance coverage in a sufficient amount to cover all product liability exposure, which insurance shall be primary for any claim arising out of a product. When requested by COHO Designs, LLC customer agrees to provide COHO Designs, LLC with a certificate of insurance naming COHO Designs, LLC as an additional insured before any final parts or design is completed. If COHO Designs, LLC is requested to participate in Finite Element Analysis (FEA) of a product, customer understands that FEA is not a substitute for final product testing or safety analysis for the product. Customer is not relying upon COHO Designs, LLC for any final product testing, safety analysis, or any interpretation of FEA results for purposes of safety design of the product.

8. **LIMITATION OF LIABILITY.** COHO Designs, LLC shall not be liable to the customer or any other person or entity for special, incidental, indirect, exemplary, punitive or consequential damages, such as, but not limited to, damage or loss of other property or equipment, loss of profits or revenue, cost of capital or claims for service interruptions. The remedies of the customer set forth herein are exclusive, and the liability of COHO Designs, LLC with respect to the Quotation, or anything done in connection therewith such as the performance or breach thereof, or from the performance, manufacture or sale, delivery of any product or service covered by or furnished under this Quotation, whether in contract, in tort, under any warranty, or otherwise, shall not exceed the payments received by COHO Designs, LLC from the customer for the product or service on which such liability is based. This limitation shall apply whether or not the customer or such other party has been advised of the possibility of any other damages. This limitation shall apply notwithstanding any failure of essential or any limited remedy provided herein.

9. **TECHNICAL INFORMATION.** Any sketches, models, or samples submitted by COHO Designs, LLC to customer shall remain the confidential property of COHO Designs, LLC unless or until customer has paid in full for the same. Customer shall not use or disclose, or permit any other person to use or disclose, any sketches, models, or samples for which customer has not paid COHO Designs, LLC in full and, in any case, shall not reveal any design or production technique revealed thereby or inferable therefrom.

10. **NO WAIVER.** No provision hereof and no breach of any provision hereof shall be deemed waived by any previous waiver of such provision or of any breach thereof, by any previous custom, practice, or course of dealing or by COHO Designs, LLC failure to object to provisions contained in any communication order from customer.

11. **WARRANTY.** COHO Designs, LLC warrants that the products delivered hereunder-meet customer's standard specifications or industry standard specifications. It is Customer's responsibility to conduct its own research to determine the applicability to its own use or compatibility of the products with other component products or chemicals. COHO Designs, LLC's obligations under this warranty are limited to replacing or repairing at it's own option defective products, provided Customer has notified COHO Designs, LLC of any such defect within thirty (30) days of the date of invoice.

12. **RETURNS.** No products may be returned without COHO Designs, LLC's prior written authorization.