

These Terms & Conditions (these “Terms”), along with the applicable Crow Works, LLC (“Crow Works”) client quote (the “Quote”) and the applicable Crow Works order confirmation (the “Confirmation”), each as may be amended by Crow Works from time to time (collectively, the “Agreement”), supersede all prior understandings, transactions and communications, oral or written, with respect to the matters referred to herein, including without limitation the sale of goods and services by Crow Works and forms the complete agreement between you the purchaser of Crow Works goods or services (“you” or “Client”) and Crow Works. Acceptance by Crow Works of your order or your acceptance of Crow Works’ quote or agreement is expressly limited to and conditioned upon your acceptance of and assent to the terms of this Agreement and those referred to herein. Any additional, inconsistent or different terms or conditions contained in or made available through your purchase order, or other documents, or materials, or correspondence submitted or otherwise made available by you at any time, whether before or after the date hereof (collectively, “Client Materials”), are hereby expressly rejected by Crow Works. Without limiting the forgoing, no click-wrap or other terms or conditions provided with any Client Materials will constitute a part or amendment of this Agreement or are or will be binding on Crow Works for any purpose. You acknowledge that, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN ANY CLIENT MATERIALS, YOUR SIGNATURE ON THE QUOTE, OR THE CONFIRMATION, OR YOUR SUBMISSION OF ANY EMAIL OR OTHER ELECTRONIC CORRESPONDENCE OR OTHER WRITTEN DOCUMENT REFERENCING THE QUOTE OR THE CONFIRMATION, OR YOUR PAYMENT OF ANY AMOUNT OWED HEREUNDER, OR YOUR RECEIPT AND ACCEPTANCE OF ANY CROW WORKS GOODS IN WHOLE OR IN PART, OR ANY OTHER MANIFESTATION OF YOUR ASSENT TO THESE TERMS OR THIS AGREEMENT SHALL CONSTITUTE ACCEPTANCE BY YOU OF THIS AGREEMENT. ANY SALE OF GOODS OR PROVISION OF SERVICE BY CROW WORKS IS EXPRESSLY CONDITIONED ON YOUR ACCEPTANCE OF THIS AGREEMENT.

PRICING

You agree to purchase the goods and services set forth on the applicable Quote and Confirmation (the “Goods”) from Crow Works at the prices set forth in applicable Quote and Confirmation. All prices are exclusive of all sales, use, value added, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any governmental authority on any amounts payable by you. You shall be responsible for all such charges, costs and taxes; provided, that, you shall not be responsible for any taxes imposed on, or with respect to, Crow Works’ income, revenues, gross receipts, personal or real property, or other assets.

ORDERS

All orders for Goods submitted by you whether in response to a Quote or otherwise are subject to Crow Works’ acceptance, in the form of a Confirmation, and credit requirements which may be amended from time to time by Crow Works. Such accepted orders referred to herein as “Orders.”

CHANGE ORDERS AND ORDER CANCELLATIONS

If Client wishes to change the scope, specifications or performance of the Goods, it shall submit details of the requested change to Crow Works in writing (each a “Change Order Request”). Crow Works shall, within a reasonable time after receipt of a Change Order Request, provide a written estimate to Client of: (i) the likely time required to implement the proposed change; (ii) any necessary variations to the fees and other charges; (iii) any other impact the change might have on the performance of this Agreement. Promptly after receipt of the written estimate, the parties shall negotiate and agree in writing on the terms of such change (each a “Change Order”). Neither party shall be bound by any Change Order unless mutually agreed upon in writing. Client acknowledges that Crow Works may charge and Client shall promptly pay a 20% cancellation fee for Orders of stocked Goods, and/or a 50% cancellation fee for custom Orders, and/or such other cancellation fee as may be determined by Crow Works in its sole discretion.

PAYMENT

All amounts owed hereunder are due prior to acceptance of each Order, unless otherwise agreed by Crow Works in writing. Receipt of full payment by Crow Works of all amounts owed under the Agreement is a condition precedent to any obligation of Crow Works hereunder. You shall pay all amounts due to Crow Works in U.S. dollars, unless otherwise agreed in writing. Although Crow Works may accept the payment of certain amounts by credit card or other payment methods, Crow Works reserves the right to restrict and alter payment methods and terms in its sole discretion. By way of example and without limitation, Crow Works may not permit the payment of amounts in excess of \$10,000 by credit card. You represent and warrant that (i) all information including without limitation credit card information you supply to us is true, correct and complete, (ii) you are duly authorized to use such credit card for the purchase, (iii) charges incurred by you will be honored by your credit card company, (iv) you will pay charges incurred by you at the price indicated in the Confirmation, including shipping and handling charges and all applicable taxes, if any, regardless of the amount quoted on the Site at the time of your Order, (v) you acknowledge that Crow Works may use third parties to process certain transactions and you expressly consent to the transmission of personal information, including credit card information to such third parties. Without limiting the generality of the foregoing, if you fail to pay any amount owed hereunder when due, or if your financial condition becomes impaired or unsatisfactory to Crow Works, Crow Works may require you to provide satisfactory security and may without liability suspend performance hereunder and withhold further deliveries until such security is received. Any amount payable by you that remains unpaid after the due date will be subject to a late charge equal to the lesser of one and one-half percent (1.5%) per month or the maximum rate allowable by law from the due date until such amount is paid. Client shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Crow Works, whether relating to Crow Works breach, bankruptcy or otherwise. You will reimburse Crow Works for reasonable attorneys' fees and any other costs associated with collecting delinquent payments.

SHIPPING AND HANDLING

Goods may not be shipped outside of the continental United States without Crow Works prior written consent. Freight shall be Ex Works INCOTERMS 2010 ("EXW") Crow Works facility in origin or such other facility as may be designated by Crow Works (the "Delivery Point"). Delivery shall occur, risk of loss or damage, and title shall transfer to Client, when Goods are made available at the Delivery Point. All Goods will be packaged in the manner determined by Crow Works, unless otherwise requested by you and agreed to in writing by Crow Works. In the event an individual is required to be present at the time Goods are unloaded at your facility, it shall be your responsibility to ensure such individual is present. You acknowledge that even if Crow Works assists with the coordination of shipping, freight and risk of loss remain your responsibility. In no event shall Crow Works or its representatives be required to coordinate moving, unpacking or provide assembly services. All shipping and delivery dates are approximate and delivery is subject to unavoidable delays. Crow Works shall not be liable for any delays or damage, loss or expense incurred by you. You agree that Crow Works may make partial shipments of Goods, and each shipment will constitute a separate and independent transaction.

PRODUCT RETURNS AND WARRANTY

In the unfortunate event that damage has occurred in transit, you shall note any damage to the Good or packaging on the bill of lading and notify the driver of the damages prior to departure. Then, notify Crow Works immediately of such damage, at 1-888-811-CROW (2769). Any damage and defect must be reported within 48 hours of delivery. You shall inspect all Goods immediately upon delivery, and all Goods will be deemed to have accepted unless you notify Crow Works in writing of any Nonconforming Goods within 48 hours of delivery. For the purpose of this Agreement, "Nonconforming Goods" shall mean Goods that at the time of delivery fail to meet the limited warranty set forth below. Defective Goods and goods delivered in error may be returned to Crow Works only after receipt of a Return Authorization Number from Crow Works. Unless otherwise agreed to in writing by an authorized

representative of Crow Works, you are solely responsible for the cost and coordination of return shipment. Shipping charges are non-refundable. Crow Works warrants to you, as the original purchaser, that at the time of delivery the Goods shall conform to the specifications set forth in the applicable Quote or Confirmation, and if no such specifications exist, Crow Works' published specifications for such Goods (the "Specifications"), which Specifications are incorporated herein by this reference, and that the Goods are and shall remain free from material Defects in material and workmanship for a period of one year from delivery if properly stored, handled, assembled, maintained and used under normal conditions. For the purpose of this Agreement, "Defects" are defined as imperfection in material or workmanship that will materially impair the use of the applicable Goods. Crow Works' limited warranty does not cover or apply to and in no event shall any repair, replacement or refund or credit be provided in the event of any of the following: 1) defects caused by improper storage, handling, assembly, maintenance and use, including without limitation use or storage in areas of high or low humidity; 2) defects occurring to the Goods after purchase, including without limitation defects due to any modification, intentional damage, accident, misuse, abuse or negligence; 3) normal wear and tear; 4) labor or assembly; 5) variations of color or texture in our Goods, including without limitation variations in natural materials, such as color or texture, knots in wood, high contrast in material related to wood species; or 6) Goods moved or re-shipped after receipt at the shipping address on record. Crow Works' warranty is limited to the original purchaser with proof of purchase. Any claim of under this warranty must be presented promptly in writing setting forth in detail the nature of the Defect to Crow Works by email sent to: sales@crowworks.com. Crow Works shall have a commercially reasonable length of time, after notice and recognition of a claim of Defect to remedy the nonconformity or defect by, at Crow Works' discretion, repair or replacement, in accordance with the terms of this warranty, or provide a pro-rata refund or credit of the applicable purchase price amount received by Crow Works for such Good. These remedies are your exclusive remedies for breach of warranty. Upon receipt of a Return

Authorization Number from Crow Works, Defective Goods may be returned to 179 Straits Lane, Killbuck, Ohio 44637 or such other address as may be designated by Crow Works. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN OR IN ANY OTHER DOCUMENT OR AGREEMENT BETWEEN OR AMONG THE PARTIES, THE WARRANTIES AND LIMITS OF LIABILITY DESCRIBED IN THIS SECTION ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES; THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN OR IN ANY OTHER DOCUMENT OR AGREEMENT BETWEEN THE PARTIES, UNDER NO CIRCUMSTANCE SHALL CROW WORKS' LIABILITY TO A PARTY OR ANY THIRD PARTY ARISING OUT OF OR RELATED IN WHOLE OR IN PART TO THIS AGREEMENT OR THE GOODS: (A) EXTEND TO OR INCLUDE ANY LIABILITY FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR OTHER DAMAGES OF ANY KIND OR CHARACTER, INCLUDING WITHOUT LIMITATION LOSS OF REVENUE OR PROFIT, BUSINESS INTERRUPTION, OR LOSS OF OPPORTUNITY, OR (B) EXCEED IN THE AGGREGATE THE TOTAL OF THE AMOUNTS RECEIVED BY CROW WORKS FOR THE APPLICABLE GOOD PURSUANT TO THIS AGREEMENT IN THE SIX MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

CONFIDENTIALITY

You agree to hold all Confidential Information in confidence and not to use such information for any purpose other than to perform your obligations pursuant to this Agreement. You shall treat all Confidential Information with at least the same degree of care as you accord your own confidential information, and in no event less than a standard of reasonable care. For the purpose of this Agreement, Confidential Information shall include, but is not limited to: samples, patterns, specifications, designs, drawings, documents, discounts or rebates, vendor information, business plans, marketing plans and procedures, strategies,

proposals and budgets, financial information and forecasts, and other information that constitutes proprietary or trade secret information belonging Crow Works whether disclosed orally or accessed in written, electronic or other form or media and whether or not marked, designated, or otherwise identified as “confidential.”

COOPERATION

With respect to the Goods and the parties obligations hereunder, you represent that you will (i) cooperate with Crow Works in all matters relating to the Goods; (ii) respond promptly to any Crow Works’ request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for Crow Works to perform its obligations in accordance with the requirements of this Agreement; (iii) provide such materials or information as Crow Works may reasonably request to carry out its obligations hereunder, and ensure that such Client materials or information are complete and accurate in all material respects; and (iv) comply with all applicable U.S. and foreign laws in relation to the Goods and the performance of your obligations hereunder, including without limitation the Foreign Corrupt Practices Act of 1977, US export control laws, including the Export Administration Regulations promulgated under the Export Administration Act of 1979 and the International Traffic in Arms Regulations administered by the US Department of State. You shall not, and shall not permit any third parties to, directly or indirectly, export, re-export or release or divert any Good. In the event you are aware of a recall or information that may lead to a recall of a Good, you agree to promptly notify Crow Works in writing and cooperate in any Crow Works investigation. In the event a Good is recalled, either voluntarily or otherwise by Crow Works or any regulatory authority, Crow Works shall administer the recall or other such action (to the extent permitted by law), and you shall provide reasonable assistance. In the event that a recall arises out of or relates to your design, information you provide, Client Materials, your misuse of the Good, or your breach of the Agreement, the costs and expense of the recall or other such action shall be borne by you.

GENERAL PROVISIONS

Crow Works will not be liable for any delay or failure in performance arising out of acts or events beyond its control, including, but not limited to, acts of God, earthquake, fire, flood, acts of civil and military authorities, embargoes, riots, war, terrorism, labor disputes and strikes, product or supplier shortages, power failures, and interruption of or delay in telecommunications or transportation services. You may not assign, delegate, or transfer this Agreement or any right or obligation hereunder, whether voluntarily or involuntarily, by operation of law or otherwise, without the prior written consent of Crow Works, and any attempt by you to assign this Agreement without such consent will be null and void. Crow Works may assign this Agreement and any of its rights or obligations hereunder without your consent. Subject to the preceding sentence, this Agreement will bind each party and its permitted successors and assigns. If any provision of this Agreement is held to be illegal, invalid or otherwise unenforceable, such provision will be enforced to the extent possible consistent with the stated intention of the parties, or, if incapable of such enforcement, will be deemed to be severed and deleted from this Agreement, while the remainder of this Agreement will continue in full force and effect. This Agreement and all matters arising out of or relating to this Agreement will be governed by the internal laws of the State of Ohio without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the State of Ohio to the rights and duties of the parties. The U.N. Convention on the International Sale of Goods shall not apply to this Agreement or the Goods. Except for actions for injunctive or other equitable relief, which may be brought in any court of competent jurisdiction, any dispute regarding this Agreement or the Goods shall be subject to the exclusive jurisdiction of the Ohio state courts in and for Franklin County, Ohio, U.S.A. (or, if there is federal jurisdiction, the United States District Court for Franklin County), and the parties agree to submit to the personal and exclusive jurisdiction and venue of these courts. This Agreement shall be deemed to have been drafted by all parties and, in the event of a dispute, neither party shall

be entitled to claim that any provision should be construed against the other party by reason of the fact that it was drafted by the other party. In addition to any remedies that may be provided under this Agreement, Crow Works may terminate this Agreement in whole or in part with immediate effect upon written notice to you, if you: (a) fail to pay any amount when due under this Agreement; (b) have not otherwise performed or complied with any obligation, in whole or in part; or (c) become insolvent, files a petition for bankruptcy or commences or have commenced against you or any of your affiliates proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors. This Agreement may not be amended or modified except as expressly provided herein or in a writing signed by a duly authorized representative of each party; no other act, document, usage, or custom will be deemed to amend or modify this Agreement. No waiver by Crow Works of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by any authorized representative of Crow Works. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

