

## **Terms & Conditions for Design Assistance**

As our customer (“Buyer”), your request for and receipt of design assistance and of the Design Concepts from Talan Products, Inc. constitutes acceptance of the following terms and conditions:

Buyer agrees to utilize the services of Talan Products and Talan Products agrees to review and evaluate the components of Buyer’s product related to metal stamping, tube bending/fabrication, supply/fabrication of aluminum extrusions and other manufacturing processes as required. If requested by Buyer, Talan Products may furnish design assistance concepts, consistent with Buyer’s instructions and specifications, to improve efficiency, simplify the manufacturing process and reduce production costs related to the metal stamping, tube bending/fabrication, supply/fabrication of aluminum extrusions and other manufacturing processes, to those portions of Buyer’s product (“Design Concepts”).

Neither party shall, without prior written approval from the other party, disclose any Confidential Information acquired prior to or following execution of this Agreement. Each party agrees to use commercially reasonable efforts to maintain the Confidential Information of the other party. “Confidential Information” means information not generally known to the receiving party and shall included, but is not limited to information regarding the disclosing party’s business, operations, technologies, products, ideas, inventions, concepts, strategies, plans, processes and designs.

Buyer represents and warrants the Buyer has full ownership, right, title and interest in and to its product(s) and the instructions and specifications furnished by Buyer. Each party shall retain all rights to and ownership of all inventions, improvements, discoveries, creations and products created prior to this Agreement. Buyer shall evaluate, test and satisfy all product performance and safety criteria. Buyer has the sole discretion to incorporate the Design Concepts into Buyer’s product specifications, Talan Products drawings and documents. Buyer shall hold all right, title and ownership in and to Buyer’s product and the Design Concepts incorporated into Buyer’s product.

Buyer hereby releases and discharges Talan Products from any liabilities, claims, costs, expenses or damages regarding product liability, warranty, contract or infringement claims related to Buyer’s products or the instructions or specifications furnished by Buyer. Buyer agrees to indemnify, defend and hold Talan Products harmless from any and all liabilities, claims, costs, expenses or damages including attorneys’ fees, related to Buyer’s product or the Design Concepts.

Talan Products agrees to release Buyer from any claims related to ownership of the product or rights to royalties arising from the Design Concepts.

**TALAN PRODUCTS EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER MATTER RELATED TO THE DESIGN CONCEPTS. TALAN PRODUCTS SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES.**

All terms and conditions set forth in Talan Products Terms and Conditions of Sale shall apply.

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