

McCONNELL PRODUCT DESIGN & DEVELOPMENT

TERMS AND CONDITIONS OF SALE AND SERVICE

IMPORTANT NOTICE: BY SUBMITTING A PURCHASE ORDER, ISSUING PAYMENT, OR PROCURING GOODS OR SERVICES FROM SELLER, BUYER AGREES TO BE BOUND BY THESE TERMS.

1. DEFINITIONS

Seller = McConnell Product Design & Development, sole prop, Suffolk County NY. Buyer = Group 1 Household/Garage and Group 2 Company customers.

2. SCOPE — TWO-TRACK

Group 1: Non-load-bearing household organizers only, 25 lbs max per unit, not structural, not safety-critical. Group 2: Non-production prints and concept prototype tooling ONLY, CONCEPT/EVALUATION ONLY, NOT CERTIFIED FOR PRODUCTION. Prohibited: load-bearing, safety-critical, aerospace, automotive braking/steering, medical, firearms, overhead lifting.

3. QUOTES & POs

Quotes valid 30 days, subject to Terms at www.mcconnellpdd.com/terms. PO = offer, not accepted until Seller written acceptance. These Terms control over PO terms.

4. PRICING & PAYMENT

Group 1: 100% with order. Group 2: 50% non-refundable deposit, 50% before shipment. Late 1.5% per month. Sales tax collected per NY Certificate of Authority.

5. DELIVERY

FOB Copiague, NY. Risk transfers to carrier. Inspect within 5 business days.

6. CUSTOMER RESPONSIBILITIES

Buyer responsible for accurate specs, measurements, and disclosing actual end-use and loads.

7. IP — LICENSE NOT ASSIGNMENT

Seller retains all pre-existing designs. Upon final payment, Buyer gets non-exclusive license to use for internal permitted use only. Full IP assignment with source files available for additional fee = 200% of original NRE/design fee, if agreed in writing at quote. Portfolio right retained unless confidentiality fee paid.

8. WARRANTY

Group 1: 30 days free from defects in workmanship/material under normal permitted use. Remedy: repair/replace/refund. Group 2: AS IS, CONCEPT ONLY, NO WARRANTY OF MERCHANTABILITY, FITNESS, PRODUCTION SUITABILITY. Disclaimer: EXCEPT 8.1, ALL WARRANTIES DISCLAIMED.

9. LIMITATION OF LIABILITY

Cap = amount paid for specific goods/services. No indirect, incidental, consequential, punitive damages. Essential basis of bargain.

10. INDEMNIFICATION

Buyer indemnifies Seller for Prohibited Use, misuse, failure to disclose end-use, modification, integration.

11. GOVERNING LAW

NY law. Exclusive venue Suffolk County, NY. 30-day good-faith negotiation before suit. Prevailing party attorneys' fees.

12. GENERAL

Entire agreement, severability, no waiver, assignment, force majeure, notices to info@mcconnellpdd.com, survival of Sections 2,7,8,9,10,11.

Buyer Acceptance (orders >\$2,500): Signature _____ Print Name _____

Date _____ Company _____ PO# _____