

HAMILTON EXHIBITS, LLC
9150 East 33rd Street
Indianapolis, Indiana
46235

STANDARD TERMS AND CONDITIONS

EXCLUSIVE TERMS AND CONDITIONS: Unless specifically modified by the terms of the proposal or budget estimate (“Proposal”), the following are the sole terms and conditions governing the sale or provision of products or goods (“Products”) or services (“Services”) described in the Proposal by Hamilton Exhibits, LLC or its subsidiaries or divisions (collectively “Hamilton”). If there is any conflict between these terms and the express terms on the Proposal, the terms on the Proposal shall prevail. Acceptance of the Proposal by the buyer identified in the Proposal (“Buyer”) is EXPRESSLY LIMITED TO THE TERMS CONTAINED HEREIN, and Hamilton rejects any proposed different or additional terms. The Proposal, including these terms and conditions, comprise the entire agreement between the parties and supersede all prior or contemporaneous understandings, agreements, negotiations, representations, warranties or communications, whether written or oral, relating to the subject matter of the Proposal. These terms prevail over any of Buyer’s general terms and conditions of purchase regardless of whether or when Buyer has submitted its purchase order, request for proposal or such terms. Fulfillment of Buyer’s order does not constitute acceptance of any of Buyer’s terms and conditions and does not serve to modify or amend these terms. No modification, amendment, extension, renewal, rescission, discharge, abandonment, waiver or other change shall be binding on Hamilton unless agreed to by it in writing.

CONFIDENTIAL INFORMATION: All non-public, confidential or proprietary information of Hamilton, including, but not limited to, original designs, renderings, CAD files, graphic designs, graphics production files, construction drawings, floorplans, assembly drawings, material/parts specifications, models, samples, prototypes, animations, asset images, data or any other similar information disclosed or provided by Hamilton pertaining to any aspect of the Proposal is confidential and is the sole and exclusive property of Hamilton and is given in strict confidence for the sole purpose of Buyer evaluating the Proposal. Any use or reproduction of such materials or information in whole or in part, including disclosing to a competitor of Hamilton without Hamilton’s prior written permission, is strictly prohibited. Hamilton shall be entitled to injunctive relief for any violation of this paragraph.

QUOTATION AND PRICES: Written quotations are valid only if accepted within 30 days. Prices are subject to change without notice. Proposed quoted prices or estimated prices do not include sales, use, excise or any other applicable taxes.

GUARANTEED BUDGET ACCOUNTABILITYSM: Individual projects that are eligible for Hamilton’s Guaranteed Budget AccountabilitySM program must comply with the criteria set forth in the program description document. Not all projects will qualify for the Guaranteed Budget AccountabilitySM program. The decision on eligibility for a project will be made by Hamilton prior to commencement of the project and may be cancelled at any time during the project if Hamilton determines that the project no longer meets qualifying criteria. The decision to cancel the Guaranteed Budget AccountabilitySM program for a specific project or client is at the sole discretion of Hamilton.

CREDIT AND PAYMENT TERMS: Upon approval of Buyer's credit, terms of payment shall be net 10 days after date of invoice, unless otherwise agreed in writing by the parties. An advance or deposit payment may be required when the Proposal is accepted. All delinquent invoices shall accrue interest at the rate of 18% per annum (1 ½% per month). Buyer specifically agrees to pay and reimburse Hamilton for any and all costs associated with the collection of any invoices or accounts due and owing from Buyer to Hamilton, including, but not limited to, court costs and reasonable attorney's fees.

PRODUCTION/DELIVERY: Unless otherwise agreed in writing by the parties, Hamilton shall deliver the Products to the location set forth in the Proposal using Hamilton's standard methods of packaging and shipping. Title and risk of loss shall pass to Buyer upon delivery to carrier at Hamilton's facility. Hamilton's production times and delivery schedules are Hamilton's best estimates, and may be determined by Hamilton by the timing of an event at which first use of the Products is intended to occur. Any delay or failure of Hamilton to perform its obligations will be excused to the extent that the delay or failure was caused directly by an event beyond Hamilton's control (which events may include natural disasters, embargoes, explosions, riots, wars, acts of terrorism, strikes, labor stoppages or slowdowns or other industrial disturbances, and shortage of adequate power or transportation facilities). Any liability of Hamilton for non-delivery of any Products shall be limited to replacing the Products within a reasonable time or adjusting the invoice respecting such Products. With respect to the Services, Buyer shall (i) cooperate with Hamilton in all matters relating to the Services and provide such access to facilities as may reasonably be requested by Hamilton, for the purposes of performing the Services; and (ii) respond promptly to any Hamilton request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for Hamilton to perform Services in accordance with the requirements of the Proposal.

CANCELLATIONS: Buyer's acceptance or approval of a Proposal is final and binding and not subject to cancellation, except upon Hamilton's sole discretion.

LIMITED WARRANTY: Hamilton warrants to Buyer that Products produced by Hamilton will (i) conform in all material respects with the specifications and designs set forth in the Proposal within standard commercial specifications and tolerances for a period of 90 days from the date of delivery under normal use and (ii) be free of material defects in workmanship for a period of 90 days from the date of delivery under normal use. Hamilton warrants to Buyer for a period of 90 days from the date of provision of the services that it shall perform the Services using personnel of required skill, experience, and qualifications and in accordance with generally recognized industry standards for similar services. Buyer agrees that it has sole responsibility to ensure that Buyer's specifications and designs conform with Buyer's intended use. Any defect in materials is not covered by this limited warranty, and is covered only by the manufacturer's warranty, if any. EXCEPT FOR THE WARRANTY SET FORTH IN THIS PARAGRAPH HAMILTON MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE PRODUCTS OR SERVICES, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (C) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. Products manufactured by a third party ("Third-Party Products") may constitute, contain, be contained in, incorporated into, attached to or packaged together with, the Products. Third-Party Products are not covered by the warranty in this paragraph. For the avoidance of doubt, HAMILTON MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD-PARTY PRODUCTS. With respect to any Products or Services that fail to meet the warranty in this paragraph

during the 90-day warranty period, Hamilton shall credit or refund the price of such Products or Services provided that, if Hamilton so requests, Buyer shall, at Hamilton's expense, return such Products to Hamilton. THE REMEDIES SET FORTH IN THIS PARAGRAPH SHALL BE THE BUYER'S SOLE AND EXCLUSIVE REMEDY AND HAMILTON'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN THIS SECTION. IN NO EVENT SHALL HAMILTON BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE.

GENERAL: Buyer shall not assign, transfer, delegate or subcontract any of its rights or obligations hereunder without the prior written consent of Hamilton. Any purported assignment, transfer, delegation or subcontract in violation of this paragraph shall be null and void. No assignment, transfer, delegation or subcontract shall relieve Buyer of any of its obligations hereunder. Hamilton may at any time assign, transfer, delegate or subcontract any or all of its rights or obligations hereunder without Buyer's prior written consent. The failure of Hamilton to insist upon a strict performance of any of the terms and conditions herein shall not be deemed to be a waiver of such terms or conditions or of any rights or remedies which it might have in demanding strict performance of all the terms and conditions herein contained. These terms and conditions shall be construed and enforced in accordance with the internal laws of the State of Indiana, and Hamilton shall have all the rights and remedies provided to a seller by law, including Article 2 of the Indiana Uniform Commercial Code and all rights and remedies provided herein to Hamilton are cumulative and not exclusive. The invalidity or unenforceability of any of the terms herein shall not affect the validity or enforceability of any other terms hereof.