

TERMS OF SALE

1. These terms and conditions (these “**Terms**”) apply to the purchase and sale of products and services through www.humotech.com (the “**Site**”). These Terms are subject to change by Human Motion Technologies, LLC, d/b/a HuMoTech (referred to as “**the Company**,” “**us**”, “**we**”, or “**our**” as the context may require) without prior written notice at any time, in our sole discretion.

THIS DOCUMENT CONTAINS VERY IMPORTANT INFORMATION REGARDING YOUR RIGHTS AND OBLIGATIONS, AS WELL AS CONDITIONS, LIMITATIONS, AND EXCLUSIONS THAT MIGHT APPLY TO YOU. PLEASE READ IT CAREFULLY.

BY PLACING AN ORDER FOR PRODUCTS OR SERVICES FROM THIS WEBSITE, YOU ACCEPT AND ARE BOUND BY THESE TERMS.

THIS WEBSITE IS INTENDED TO BE UTILIZED BY EXISTING CUSTOMERS OF THE COMPANY FOR THE PURCHASE OF PARTS AND ACCESSORIES FOR WITH EQUIPMENT MANUFACTURED BY THE COMPANY THAT YOU PREVIOUSLY PURCHASED FROM THE COMPANY. BY PLACING AN ORDER FOR PRODUCTS FROM THIS WEBSITE, YOU AGREE TO USE SUCH PRODUCTS WITH YOUR EXISTING COMPANY EQUIPMENT IN ACCORDANCE WITH YOUR ORIGINAL SALES AGREEMENT WITH THE COMPANY FOR SUCH EQUIPMENT, THE DOCUMENTATION FOR SUCH EQUIPMENT, AND THESE TERMS OF SALE. YOU AGREE THAT ANY VIOLATION OF THIS AGREEMENT OR ANY SECTION HEREOF WILL BE A BREACH OF THIS AGREEMENT AND ANY OTHER AGREEMENT BETWEEN YOU AND THE COMPANY BY YOU, AND WILL VOID ANY APPLICABLE WARRANTY AS TO ANY EQUIPMENT, PARTS, ACCESSORIES, OR SERVICES YOU HAVE PURCHASED FROM THE COMPANY.

YOU MAY NOT ORDER OR OBTAIN PRODUCTS OR SERVICES FROM THIS WEBSITE IF YOU (A) ARE NOT AN EXISTING CUSTOMER OF THE COMPANY, (B) DO NOT AGREE TO THESE TERMS, (C) ARE NOT AT LEAST 18 YEARS OF AGE, OR (D) ARE PROHIBITED FROM ACCESSING OR USING THIS WEBSITE OR ANY OF THIS WEBSITE'S CONTENTS, GOODS OR SERVICES BY APPLICABLE LAW OR OUR TERMS OF USE (AVAILABLE AT WWW.HUMOTECH.COM/TERMS-OF-USE).

The latest version of these Terms will be posted on this Site, and you should review these Terms before purchasing any product or services that are available through this Site. Your continued use of this Site after a posted change in these Terms will constitute your acceptance of and agreement to such changes.

These Terms are an integral part of the Website Terms of Use (available at www.humotech.com/terms-of-use) that apply generally to the use of our Site. You should also carefully review our Privacy Policy (available at www.humotech.com/privacy-policy) before placing an order for products or services through this Site.

2. Order Acceptance and Cancellation. You agree that your order is an offer to buy, under these Terms, all products and services listed in your order. All orders must be accepted by us or we will not be obligated to sell the products or services to you. We may choose not to accept any orders in our sole discretion. After having received your order, we will send you a confirmation email with your order number and details of the items you have ordered. Acceptance of your order will not take place unless and until you have received your order confirmation email. You have the option to cancel your order at any time before we have sent your order confirmation email by calling our Customer Service Department at 412-301-5082.

3. Prices and Payment Terms.

(a) All prices posted on this Site are subject to change without notice. The price charged for a product or service will be the price in effect at the time the order is placed and will be set out in your order confirmation email. Price increases will only apply to orders placed after such changes. Posted prices do not include taxes or charges for shipping and handling. All such taxes and charges will be added to your merchandise total and will be itemized in your shopping cart and in your order confirmation email. We are not responsible for pricing, typographical, or other errors in any offer by us and we reserve the right to cancel any orders arising from such errors.

(b) Terms of payment are within our sole discretion, and payment must be received by us before our acceptance of an order. We accept VISA, MasterCard, American Express, Discover, Apple Pay (via Stripe) or PayPal for all purchases. You represent and warrant that (i) the 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, and (iv) you will pay charges incurred by you at the posted prices, including all applicable taxes, if any.

4. Shipments; Delivery; Title and Risk of Loss.

(a) We will arrange for shipment of the products to you. Please check the individual product page for specific delivery options. You will pay all shipping and handling charges specified during the ordering process.

(b) Title and risk of loss pass to you upon our transfer of the products to the carrier. Shipping and delivery dates are estimates only and cannot be guaranteed. We are not liable for any delays in shipments.

5. Returns and Refunds. Except for any products designated on the Site as non-returnable, we will accept a return of the products for a refund of your purchase price, less the original shipping and handling costs, provided such return is made within 30 days of delivery and provided such products are returned in their original condition. To return products, you must call or email our Returns Department at sales@humotech.com to receive authorization and further instruction.

You are responsible for all shipping and handling charges on returned items. You bear the risk of loss during shipment. We therefore strongly recommend that you fully insure your return shipment against loss or damage and that you use a carrier that can provide you with

proof of delivery for your protection. Your refund will be credited back to the same payment method used to make the original purchase on the Site. WE OFFER NO REFUNDS ON ANY PRODUCTS DESIGNATED ON THIS SITE AS NON-RETURNABLE.

6. LIMITED WARRANTY.

(a) Company warrants that for a period of one (1) year from the date of shipment of any products purchased through the Site (the “**Warranty Period**”), that such goods will materially conform to the Company’s published specifications in effect as of the date of shipment under the corresponding transaction and will be free from material defects in material and workmanship during the Warranty Period.

(b) EXCEPT FOR THE WARRANTY SET FORTH IN THIS SECTION 6, SELLER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE PRODUCTS AND/OR SERVICES PURCHASED THROUGH THE SITE, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; OR (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (c) WARRANTY OF TITLE; OR (d) 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.

(c) This limited warranty extends only to you. It does not extend to any subsequent or other owner or transferee of the product or any transferee or other beneficiary of the service.

(d) This limited warranty does not cover any damages due to transportation, storage, improper use, failure to follow the product instructions or to perform any preventive maintenance, modifications, combination or use with any products, materials, processes, systems or other matter not provided or authorized in writing by the Company, unauthorized repair, normal wear and tear; or external causes such as accidents, abuse, or other actions or events beyond our reasonable control.

(e) With respect to any defective products during the Warranty Period, we will, in our sole discretion, either: (i) repair or replace such products (or the defective part) free of charge or (ii) refund the purchase price of such products. We will also pay for shipping and handling fees to return the repaired or replacement product to you if we elect to repair or replace the defective products. With respect to any defective services during the Warranty Period, we will, in our sole discretion, either: (i) repair or re-perform the defective services free of charge or (ii) refund the purchase price of such services. **THE REMEDIES SET FORTH IN THIS SECTION 6(E) SHALL BE YOUR SOLE AND EXCLUSIVE REMEDY AND COMPANY’S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN SECTION 6(A).**

(f) Limitation of Liability

IN NO EVENT SHALL WE BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

IN NO EVENT SHALL OUR AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO US FOR THE GOODS AND/OR SERVICES SOLD HEREUNDER.

7. Goods Not for Resale or Export. You agree to comply with all applicable laws and regulations of the various states and of the United States including all applicable export regulations. You represent and warrant that you are buying products or services from the Site for your own use only with existing Company equipment, and not for resale or export.

8. Privacy. We respect your privacy and are committed to protecting it. Our Privacy Policy, www.humotech.com/privacy-policy], governs the processing of all personal data collected from you in connection with your purchase of products or services through the Site.

9. Force Majeure. We will not be liable or responsible to you, nor be deemed to have defaulted or breached these Terms, for any failure or delay in our performance under these Terms when and to the extent such failure or delay is caused by or results from acts or circumstances beyond our reasonable control, including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to our workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

10. Governing Law and Jurisdiction. All matters arising out of or relating to these Terms are governed by and construed in accordance with the internal laws of the Commonwealth of Pennsylvania without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Pennsylvania or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the Commonwealth of Pennsylvania.

11. Assignment. You will not assign any of your rights or delegate any of your obligations under these Terms without our prior written consent. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves you of any of your obligations under these Terms.

12. No Waivers. The failure by us to enforce any right or provision of these Terms will not constitute a waiver of future enforcement of that right or provision. The waiver of any right or provision will be effective only if in writing and signed by a duly authorized representative of the Company.

13. No Third Party Beneficiaries. These Terms do not and are not intended to confer any rights or remedies upon any person other than you.

14. Notices.

(a) To You. We may provide any notice to you under these Terms by: (i) sending a message to the email address you provide or (ii) by posting to the Site. Notices sent by email will be effective when we send the email and notices we provide by posting will be effective upon posting. It is your responsibility to keep your email address current.

(b) To Us. To give us notice under these Terms, you must contact us as follows: (i) by email message to sales@humotech.com; or (ii) by personal delivery, overnight courier or registered or certified mail to Human Motion Technologies, LLC d/b/a HuMoTech, 6414 Adelpia Street, Pittsburgh, PA 15206 . We may update the email address or address for notices to us by posting a notice on the Site. Notices provided by personal delivery will be effective immediately. Notices provided by email or overnight courier will be effective one business day after they are sent. Notices provided by registered or certified mail will be effective three business days after they are sent.

15. Severability. If any provision of these Terms is invalid, illegal, void or unenforceable, then that provision will be deemed severed from these Terms and will not affect the validity or enforceability of the remaining provisions of these Terms.

16. Entire Agreement. These Terms, our Website Terms of Use and our Privacy Policy will be deemed the final and integrated agreement between you and us on the matters contained in these Terms.