



**Terms and Conditions.** 13spokes Consulting agrees to sell and Client agrees to buy the Items on the following terms.

1. **Definitions.** “13 Spokes or 13 Spokes Consulting” means 13 Spokes, LLC, a California limited liability company. “Agreement” means these terms together with the terms in the 13 Spokes Proposal or invoice. “Client” means the individual or entity purchasing the Items from 13 Spokes. “Items” means the services and/or goods covered by this Agreement. “Proposal” means 13 Spokes proposal for sale of the Items.

2. **Offer/Acceptance.** This Agreement is an acceptance by Client of 13 Spokes offer to sell in accordance with 13 Spokes Proposal or invoice. Once accepted, this Agreement is a binding contract.

3. **Performance.** 13 Spokes shall perform the services and/or deliver the goods in accordance with the terms of the related Proposal or invoice and this Agreement.

4. **Payments.** Client shall pay 13 Spokes upon (i) receipt of a properly prepared invoice, or (ii) any alternative terms provided in the Proposal or invoice, whichever is later.

5. **Taxes.** Applicable federal, state, and local Taxes shall be added to each invoice for Items under this Agreement. Client shall pay all such taxes unless it provides its exemption certificate to 13 Spokes.

6. **Termination.** Either party may terminate the Agreement, for any reason, following thirty (30) calendar days written notice to the other party. This Agreement shall terminate if either party defaults hereunder and fails to cure following ten (10) calendar days written notice of the breach and demand to cure by the non-defaulting party.

7. **Warranties.** 13 Spokes warrants that all goods are new (unless otherwise specified in the Proposal documents or invoice) and free from defects in (i) title and (ii) 13 Spokes right to sell a patented or copyrighted product or to use a patented process, and the Items conform to industry standards, good practice, and the specifications included in any Proposal. 13 Spokes shall transfer to Client any manufacturers' warranties for Items. If an Item does not conform to 13 Spokes warranties through one year from the date of acceptance of the Item by Client, upon notice by Client to 13 Spokes, 13 Spokes shall use commercially reasonable efforts to correct such Item.

8. **Limitation of Liability.** Client and 13 Spokes agree that each party's maximum liability to the other, in the aggregate, for claims, liabilities, losses, costs, or damages of any nature arising out of or resulting from this Agreement or sale or use of the Items, from any cause(s) and regardless of any legal theory, shall not exceed the total compensation received by 13 Spokes hereunder. Client and 13 Spokes waive claims against each other for incidental, special, indirect, or consequential damages arising out of or relating to this Agreement or sale or use of the Items. These limitations shall survive performance of this Agreement.

9. **Force Majeure.** 13 Spokes shall not be in default hereunder if performance is prevented or delayed by an existing or future force majeure condition including, without limitation, act of government, act of God, act of Client or Client's employees, contractors, subcontractors and their employees, strike, violence, weather disruptions, or natural disasters or any other cause beyond the reasonable control of either party to this Agreement.

10. **Communications.** Communications concerning this Agreement shall be directed to the parties' addresses on this Agreement.

11. **Compliance with Laws.** The parties agree to comply with all applicable federal, state, and local laws.

12. **Independent Contractor.** 13 Spokes is an independent contractor and not an agent, representative, or employee of Client.

13. **Assignment; Third Parties.** Neither party's rights nor obligations hereunder shall be assigned, delegated, sold, or otherwise transferred or encumbered without the other's prior written consent. This Agreement shall not confer any rights upon any third party but rather shall benefit only Client and 13 Spokes.

14. **Controlling Documents.** These terms and 13 Spokes Proposal or invoice control over the terms of any other documents. Contract terms in 13 Spokes Proposal or invoice control over these terms.

15. **Waiver.** Failure to insist upon strict compliance with any term shall not be a waiver of any term hereof. Any waiver shall only be effective by writing signed by the party waiving such term. Failure to object to any breach of this Agreement shall not waive rights to object to that breach or any other breach of the same or other term.

16. **Entire Agreement; Amendments.** This Agreement and related Proposal documents or invoice constitute the entire agreement between the parties and supersede prior offers, negotiations, and understandings, oral or written, between the parties. This Agreement shall not be modified except by a writing signed by the parties.

17. **Governing Law.** This Agreement and related Proposal documents and invoice shall be construed in accordance with California law. All disputes arising out of or relating to this Agreement or related documents shall be resolved by a proceeding held in the state courts located in Orange County, California.

18. **Savings Clause.** The invalidity, illegality, or unenforceability of any term of this Agreement or its related documents, or any occurrence rendering a term of this Agreement, or its related documents void, shall not affect the validity or enforceability of any other term. Such term shall be deemed severed and the remainder hereof construed and enforced as if it did not contain such term.

19. **Confidentiality.** In connection with sale of the Items, each party (“Discloser”) may disclose Confidential Information (defined below) to the other (“Receiver”). Receiver agrees to hold and maintain Confidential Information in strictest confidence for the sole and exclusive benefit of Discloser and not disclose Confidential Information. “Confidential Information” means information disclosed by Discloser to Receiver in connection with sale of the Items, but not including information generally available to the public or available on a non-confidential basis prior to such disclosure. If Receiver is required by judicial process or similar means to disclose Confidential Information, it shall promptly notify Discloser so that it may seek a protective order. In the event of a breach or threatened breach by Receiver of this Section 19, Discloser may obtain a preliminary injunction or restraining order restraining use or disclosure of Confidential Information, and Receiver consents to the entry of such without bond by Disclose