



Sun Hydraulics, LLC QuickDesign User Agreement

The following is a legal agreement between you or the employer on whose behalf you are entering in this Agreement (“you,” “your” or “User”) and Sun Hydraulics, LLC, a Florida limited liability company whose headquarters is 1500 West University Parkway, Sarasota, Florida 34243 (“Sun”). If you are accepting these terms and using the QuickDesign service (the “Service”) on behalf of a company, organization, government, or other legal entity, you represent and warrant that you are authorized to do so.

Please read this Sun Hydraulics, LLC QuickDesign User Agreement (the “Agreement”) carefully and completely. By completing the QuickDesign registration process and by clicking **“Yes, I fully agree to the terms and conditions listed above,”** you agree to be bound by each and every provision of this Agreement, as well as and Sun’s Privacy Policy, which is incorporated herein by reference and available through the QuickDesign website. By entering into this Agreement, you represent to Sun (a) that your country of residence is the same as the address you enter in signing up for the Sun account provided through your acceptance of this Agreement, and (b) that you are at least thirteen years of age.

Sun reserves the right to change this Agreement at any time, and you agree, through your continued use of the Service, to be bound by all such changes. If and when the Agreement is revised or replaced, Sun will place a notice on the log-in page with a link to the revised Agreement. You should read any such revised Agreement carefully. If you do not agree, you should not continue to use the Service.

Sun hereby grants you a non-exclusive, royalty-free license, without right to sublicense, to use the QuickDesign tools solely in accordance with the terms and conditions of this Agreement. Through the tools provided in QuickDesign, you are enabled to create specifications for the manufacture of integrated packages, including hydraulic manifolds (the “Specifications”) that utilize a compilation of industry information or processes that is proprietary to Sun or its licensors. However, you are expressly prohibited from using any Sun trademark, service mark, or logos, or the name “Sun” or “Sun Hydraulics” in connection with your Specifications or otherwise.



YOU ASSUME FULL AND SOLE RESPONSIBILITY FOR SPECIFICATIONS CREATED BY YOU USING THE SERVICE, INCLUDING BUT NOT LIMITED TO THE CREATION, DESIGN, CONSTRUCTION, AND OPERATION OF INTEGRATED PACKAGES, INCLUDING HYDRAULIC CIRCUITS AND MANIFOLDS, WHICH ARE PRODUCED FROM SPECIFICATIONS CREATED OR PROCESSED BY YOU THROUGH THE TOOLS CONTAINED IN THE SUN QUICKDESIGN SERVICE. YOU ASSUME FULL AND SOLE RESPONSIBILITY FOR EVALUATING THE SUITABILITY OF THE OUTPUT OF SUN QUICKDESIGN, INCLUDING ANY DERIVATIVE USES INCORPORATED INTO BILLS OF MATERIAL, CIRCUIT DRAWINGS, AND MANUFACTURING DRAWINGS.

YOU ASSUME FULL AND SOLE RESPONSIBILITY FOR COMPLIANCE WITH ALL APPLICABLE LAWS AND REGULATIONS. YOU ASSUME FULL AND SOLE RESPONSIBILITY FOR COMPLIANCE WITH ALL APPLICABLE INDUSTRY STANDARDS, INCLUDING SAFETY STANDARDS. SUN EXPRESSLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES, CONDITIONS OR REPRESENTATIONS WITH RESPECT TO YOUR USAGE OF SUN QUICKDESIGN, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY; WITHOUT LIMITING THE FOREGOING, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, AND ANY IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED AND DISCLAIMED.

More specifically, by using Sun QuickDesign:

- Registration on the QuickDesign site is required in order for Sun to communicate with you, as well as to enable the full functionality of the site. You agree that all the information submitted by you in completing the registration process is accurate and complete. You agree that Sun may use that information in fulfilling its obligations under any manufacturing order that you may submit, and that Sun may provide such information to a Sun Authorized Distributor. You also grant Sun the right to use your registration information for its own internal business purposes.
- You agree that selecting components and that arranging components in a properly operating, safe, and useful integrated package that includes a hydraulic circuit and manifold is solely your responsibility.
- You agree that evaluating whether hydraulic circuit elements in the integrated package are properly arranged in manifolds and whether manifolds can be applied and used safely is solely your responsibility.



- You agree that Sun will share all information you have submitted to subscribe to Sun QuickDesign with the Authorized Sun Distributor selected by Sun in its sole discretion.
- You agree that Sun or the Authorized Sun Distributor may periodically contact you to share information about Sun QuickDesign or other Sun products.
- You agree that Sun may discontinue Sun QuickDesign for any or all users without cause or notice at any time in its sole discretion.
- You agree that you will not alter, or attempt to alter, in any way Sun software, or insert into the Sun software any malicious code, virus, Trojan horse, malware, worms, time bombs, cancel bots or other computer programming routines that are intended to damage, interfere with, surreptitiously intercept, scrape, or expropriate any system or system data. You agree not to attempt to gain access to Sun hardware or software other than as granted by Sun in this Agreement.
- Sun will assign a number to your Specifications, and only authorized employees of Sun or your Sun Authorized Distributor will be able to access your Specifications after you grant permission. The tools for creating the integrated package rely on standard industry engineering. Thus, although Sun will keep your Specifications confidential, the underlying design may be created in whole or in part independently by others using the Service, or it may be created independently by Sun.
- If you choose to upload your own specification file to QuickDesign for the purpose of requesting Sun to manufacture the product, Sun will provide access to such file to the Sun Authorized Distributor for your geographic area. Neither Sun nor a Sun Authorized Distributor is required to accept the order based upon your uploaded file, and neither Sun nor a Sun Authorized Distributor will review your specifications for the fitness or quality of the design, functionality, or for any other purpose or quality whatsoever. Although Sun will keep your file information confidential, you acknowledge that the underlying design may be created in whole or in part independently by others using the Service, or it may be created independently by Sun.

Through Specifications created by your use of QuickDesign, you may elect to manufacture your integrated package with manifolds (a) through a manufacturer other than Sun, or (b) by Sun, by placing your order through a Sun Authorized Distributor.



If you choose to have your integrated package with manifolds produced by Sun or another manufacturer, you hereby release Sun and its affiliates, and indemnify, defend and hold Sun and its affiliates harmless, from any and all liability or expense of any kind or nature whatsoever arising from the design, manufacture, or usage of the integrated package of hydraulic circuits and/or manifolds manufactured from your Specifications, including but not limited to a third-party claim that your Specification infringes that party's patent, copyright, trade secret, trademark or other proprietary right.

Specifications created through QuickDesign for integrated packages with manifolds are not optimized or examined by Sun designers or engineers, and Sun specifically disclaims any and all warranties relating to such designs.

To select Sun to make the integrated package with manifolds, orders will be placed with the Authorized Sun Distributor serving the geography where the user resides, with Distributor Terms and Conditions applying. In turn, orders from the Authorized Sun Distributor will be placed with Sun, with Sun Terms and Conditions, including Sun's limited warranty, applying to the product. Sun will produce exactly according to the Specifications, without any review for errors or omissions. Once production begins at Sun, if you request changes or cancel your Order, charges will be assessed. Deliveries from Sun will be scheduled according to a mutually acceptable schedule after its receipt of the order from the Sun Authorized Distributor.

All sales of product by Sun will be subject to Sun's current Standard Terms of Sale, including limited warranty and limitations of liability.

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