



Terms and Conditions for Entourage Consulting Services with Manufactured Goods Sold

By engaging Entourage Partners' services, the Client acknowledges and agrees to these Terms and Conditions.

- 1. Scope of Services:** We provide consulting services, which may include project management, business development, and other related services, as well as the resale of manufactured goods. Our services and the resale of goods will be in accordance with the terms outlined in the Proposal.
- 2. Relationship with Manufacturers:** We act as a reseller of manufactured goods and are not the manufacturer. We maintain relationships with various manufacturers to source and supply goods to our clients. However, we do not assume any responsibility or liability for the goods' manufacturing, design, or performance.
- 3. Drawings and Specifications:** All drawings and specifications shared with our clients or potential clients are proprietary and remain the property of our manufacturing partners. They can be viewed, printed, and distributed without modification for sales purposes or when specifying products for use. Detailed shop drawings are supplied to facilitate field installation or repair. If required, sealed and stamped engineering calculations and drawings from an engineer licensed in the state of installation can be provided for an additional charge.
- 4. Pricing and Payment Terms:** Prices for consulting services and resale of manufactured goods are detailed in the Proposal. Payment terms for our services and the goods shall be determined by us based on our assessment of the buyer's creditworthiness, which may necessitate a deposit at the time of order. Orders are invoiced upon shipment and invoices are due and payable in accordance with the terms outlined in the Proposal.
- 5. Late Payment Penalty:** The buyer agrees to pay a charge equivalent to the lesser of (i) the highest rate allowable by law or (ii) 1.5% per month (18% per annum) on any outstanding balance concerning late payments. Additionally, the buyer will be responsible for all our costs and expenses, including actual attorney's fees, incurred while enforcing the Proposal and/or collecting overdue payments. If the buyer fails to make timely payments, we reserve the right to terminate the Proposal, suspend further deliveries to the buyer, and recover damages, in addition to any other legal remedies available. The buyer has no right to setoff.
- 6. Cancellation:** If the buyer cancels an order after receiving order authorization, a cancellation fee of 10% of the order value may be charged to the buyer, along with the cost of materials purchased for the order, which may be invoiced at the time of cancellation.
- 7. Warranty and Limitation of Liability:** Warranties for the manufactured goods, if any, are provided by the respective manufacturers and not by us. We do not provide any warranties, express or implied, regarding the goods or our consulting services, including any warranties of merchantability, fitness for a particular purpose, or non-infringement. Our liability for any claim arising out of the provision of consulting services or resale of manufactured goods, whether based on contract, tort, or any other legal theory, shall not exceed the amount paid by the buyer for the services or goods related to the claim. In no event shall we be liable for any indirect, incidental, consequential, special, or punitive damages, including but not limited to loss of profits or revenue.
- 8. Indemnification:** The buyer agrees to indemnify, defend, and hold us harmless from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorney's fees) arising out of or related to the buyer's use of the consulting services or manufactured goods, or any breach of these Terms and Conditions by the buyer.



9. **Governing Law and Dispute Resolution:** These Terms and Conditions shall be governed by and construed in accordance with the laws of the State of Florida without regard to its conflict of laws principles. Any disputes arising from or relating to these Terms and Conditions or the Proposal shall be resolved through good faith negotiations between the parties or, failing such negotiations, through binding arbitration in accordance with the rules of the State of Florida.
10. **Entire Agreement:** These Terms and Conditions, along with the Proposal, constitute the entire agreement between the parties concerning the provision of consulting services and resale of manufactured goods.