

Obi 21-Day In-Home Trial Agreement

1. Parties to the Agreement

- a. Desin, LLC and _____ (“Trial Recipient”) agree to enter into a 21-day trial arrangement.

2. Trial Duration

- a. The Trial Period will start upon the delivery date of Obi to the Trial Recipient and will conclude 21 calendar days thereafter.
- b. At the conclusion of the 21-day Trial Period, the Trial Recipient:
 - i. will enter into a Purchase, Rental or Lease arrangement with Desin, LLC
 - ii. or will return Obi in good working condition to Desin, LLC at Desin’s cost.

3. Acknowledgments

- a. Trial Recipient acknowledges that Obi is a delicate electronic robotic device and will treat it with due care and concern.
- b. Trial Recipient acknowledges that they will receive a User’s Manual inside Obi’s packaging and that the Trial Recipient will read the User’s Manual prior to operating Obi.
- c. Obi Trial Recipient acknowledges that Desin, LLC encourages Obi Trial Recipient to purchase insurance to cover the loss of or damage to Obi.
- d. Obi Trial Recipient acknowledges that the value of Obi is \$5,950 plus applicable sales tax and shipping.

4. Use of Equipment

- a. Obi Trial Recipient agrees to use Obi for its intended purpose as specified in the User’s Manual.

5. Security Deposit

- a. The Obi Trial Recipient shall provide a check, ACH payment, or valid credit card for the amount of \$500.
- b. If, at the end of the Trial Period, Obi is returned undamaged and in good working order, the amount charged for the Security Deposit will be refunded within two weeks (14 days).
- c. In the event that Obi is not returned at the end of the trial period, the Trial Recipient will be charged for the full value of Obi as stated in section 3. **Acknowledgments** above.
- d. The security deposit may be used to pay for the repair damages to Obi other than normal wear and tear.

6. Serviceability

- a. Obi Trial Recipient will use, maintain, and care for Obi consistent with instructions in the User’s Manual.
- b. If, for any reason, Obi is not working properly or has stopped working, the Trial Recipient will immediately contact Desin, LLC to report the problem and attempt to resolve the problem.
- c. If the problem with Obi cannot be resolved and is as a result of a manufacturing defect, Obi Trial Recipient will return the defective unit to Desin, LLC at Desin’s cost.

7. Damages to Obi

- a. If Obi is damaged, other than through normal wear and tear or a manufacturing defect, Trial Recipient will be responsible for the cost of repair, including parts and labor. Cause of damage and the costs of related repairs will be determined solely by Desin, LLC.

8. Entire Agreement

- a. This is the entire agreement between the parties. It replaces and supersedes any and all other related agreements between the parties.

9. Severability

- a. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction or under any statute, regulation, ordinance, executive agreement or other rule of law, such provision shall be deleted or modified, at the election of Desin, LLC, but only to the extent necessary to comply with such ruling, statute, regulation, ordinance, agreement or rule, and the remaining provisions of this Agreement, which shall otherwise remain in full force and effect.

10. Disputes/Arbitration

- a. This Agreement and any dispute regarding it shall be construed under the laws of the State of Michigan.
- b. Exclusive jurisdiction and venue for any action arising between the parties with respect to this Agreement shall lie in the Courts of Oakland County, Michigan or in federal courts situated in the Eastern District of Michigan (Southern Division) if federal court jurisdiction is invoked.
- c. In the event that a dispute that in any way arises under or relates to this Agreement, both parties agree to use their best efforts to resolve the dispute in an amicable way without the need for formal proceeding(s) filed with any court or administrative agency. In the event that the parties cannot amicably resolve their dispute, they agree to use binding arbitration according to the Commercial Arbitration Rules of the American Arbitration Association in the State of Michigan, County of Oakland pursuant to all applicable State of Michigan Statutes, as the final non-appealable adjudication of the dispute (including the arbitrability of the dispute) and agree that a final Judgment may be entered based on that adjudication. The parties agree that the arbitration required under this paragraph shall be governed by the terms outlined in the "Dispute Resolution" section of the Terms and Conditions found on Desin, LLC's website, www.meetobi.com

11. Fees and Costs

- a. Trial Recipient shall pay all reasonable attorney fees and any other fees and costs incurred by Desin, LLC as a result of Trial Recipient's breach of this Agreement. Specifically, but without limitation, Trial Recipient agrees to pay Desin, LLC for any and all costs and fees (including reasonable attorney fees) incurred by Desin, LLC to protect its rights under this Agreement and to collect any outstanding amounts due from Trial Recipient under this Agreement.

12. Limitation on Liability

- a. OBI TRIAL RECIPIENT AGREES THAT DESIN, LLC'S LIABILITY UNDER THIS AGREEMENT, IF ANY, IS LIMITED TO A REFUND OF ANY AMOUNTS PAID BY TRIAL RECIPIENT TO DESIN, LLC UNDER THIS AGREEMENT.
- b. DESIN, LLC WILL IN NO EVENT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT, PAIN AND SUFFERING, OR PUNITIVE DAMAGES TO ANY PERSON, WHETHER BASED UPON BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, TORT, BREACH OF CONTRACT OR ANY OTHER THEORY, REGARDLESS OF WHETHER THE REPLACEMENT REMEDY SET FORTH ABOVE FAILS OF ITS ESSENTIAL PURPOSE OR FOR ANY OTHER REASON WHATSOEVER. "CONSEQUENTIAL DAMAGES" FOR PURPOSES HEREOF SHALL INCLUDE, BUT ARE NOT LIMITED TO, LOSS OF USE, INCOME, OR PROFIT, OR LOSSES SUSTAINED AS THE RESULT OF INJURY (INCLUDING DEATH) TO ANY PERSON OR LOSS OR DAMAGE TO PROPERTY (INCLUDING, WITHOUT LIMITATION, PROPERTY HANDLED OR PROCESSED BY THE USE OF THE GOODS).

Desin Rep: _____

Obi Trial Recipient Signature _____

Date: _____

Date: _____

Desin, LLC
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 Bloomfield Hills, Michigan
 Email: info@meetobi.com
 Phone: [844-435-7624](tel:844-435-7624)

Print Name: _____
 Street: _____
 City, State, Zip: _____
 Email: _____
 Phone: _____