

1.1.2017
White Horse Industries, LLC
d.b.a. Innovative Equine Systems

Standard Terms & Conditions

Price: The price quoted herein supersedes any price list or verbal quotation. Innovative Equine Systems (IES) is not responsible for any site preparation, permits, installation or other similar costs not specifically listed. The stated price shall remain in effect for 30 days from the date of this Quotation, Sales Order or Invoice. If written acceptance of this Quotation, Sales Order or Invoice is not received within that time, this offer will become void and of no effect. Notwithstanding the above, IES reserves the right to withdraw this offer at any time and without notice prior to written acceptance.

Payment Terms: Subject to the specific terms of the Quotation, Sales Order or Invoice to which these terms and conditions are attached, payment in full is due and payable at the time of written acceptance in U.S. currency. Other terms and conditions may apply as set forth on the Quotation, Sales Order or Invoice. For non-fabricated items, payment in full is due upon order placement. For fabricated items, a deposit is due prior to commencement of project and final balance is upon commencement of powder coating. Storage fees may apply if client cannot accept delivery of order upon completion of order.

Changes: The terms and conditions of this Quotation, Sales Order or Invoice constitute the entire agreement between the parties. No term or condition in this Quotation, Sales Order or Invoice may be added to, modified, suspended or altered unless the change is agreed to in writing by IES. All shipments shall be deemed to have been made pursuant to the terms of this Quotation, Sales Order or Invoice. Any terms and conditions which may be contained in a purchase order or other form used by buyer to accept this Quotation, Sales Order or Invoice shall be of no force or effect.

Cancellation: Upon receipt by IES of signed Quotation, Sales Order or Invoice, buyer may only cancel this Agreement by providing written notice within 48 hours from the date of signing. In the event of a cancellation, Buyer agrees to pay to IES a 25% restocking fee, as well as all amounts incurred for labor, materials, engineering, administration and overhead costs (including any cancellation charges charged by vendors) up to and including the date that written notice of cancellation was received.

Shipment: Unless otherwise noted in this Quotation, Sales Order or Invoice all shipments are F.O.B. point of shipment. **Risk of loss and title pass to buyer at this point.** IES has no physical control of freight at this point and cannot intercede (except to track said freight) to change the speed or direction of the freight. Changes to shipment (including changes to shipping address) can only be made by consignee in writing and at consignees expense.

Order Arrival/Off-Loading: All costs related to offloading shall be the buyer's responsibility and expense. Because of the nature of our products, they may be extremely heavy and may require manpower, a large heavy-duty forklift with fork extensions, and a pallet jack for heavy or over sized pallets. These products may be delivered by large tractor trailers and access must be assured PRIOR to shipment so the proper equipment can be determined for your type of freight. If a lift gate is required for offloading, or the job site is not accessible by tractor trailer it is the responsibility of the buyer to notify IES **prior** to the truck leaving the warehouse of origin so that arrangements can be made to offload at an alternate location. PLEASE NOTE: DRIVERS ARE NOT RESPONSIBLE FOR OFFLOADING YOUR FREIGHT. IF YOU ARE NOT PREPARED WHEN THE FREIGHT ARRIVES, ANY DIVERSION OR STANDBY TIME OVER ONE HOUR WILL BE BUYER'S RESPONSIBILITY AND WILL BE CHARGED BACK TO BUYER.

Missing or Damaged: Any damaged pieces or discrepancies between buyer's Invoice and the actual freight must be noted on the Original Bill of Lading. Please note damaged or missing pieces by counting pallets and pieces PRIOR to the driver leaving. THERE IS NO RECOURSE FOR DAMAGED OR MISSING FREIGHT IF IT IS NOT NOTED ON THE ORIGINAL BILL OF LADING AND REPORTED TO THE CARRIER AT THE TIME OF OFFLOADING. If there is hidden damage, photograph and document the problem and notify the freight company. IES is not responsible for damaged or missing freight after it leaves the warehouse of origin.

Delay: IES will not be liable to buyer or any other person for any loss or damage which results from delay or failure to deliver all or part of the equipment covered by this Quotation, Sales Order or Invoice. IES will not be liable in any measure if the cause of the delay or failure to deliver is beyond the reasonable control of IES, such as delay caused by acts of God, war, acts of the public enemy, civil disorder, riot, sabotage, government action or law or regulation, strikes or other labor problems, fire, flood, earthquake, severe weather, health and safety considerations, embargoes, transportation shortages or delay, fuel or material shortages or failure of performance by a vendor or subcontractor. In the event of a delay beyond the control of IES, time performance will be extended by the length of any such delay.

Taxes: Unless specifically stated, Federal, State and Local taxes are the responsibility of the Buyer.

Warranty: IES and its subsidiaries disclaim all warranties, both expressed and implied, and assign those warranties, if any, provided by the Manufacturer to the purchaser. Any claims arising from manufacturing or design defects or use/misuse of merchandise described herein shall in no event exceed the actual cost of the merchandise. Buyer must use merchandise according to manufacturer instructions and notify IES of any claims for damage or defect of merchandise within 30 days of receipt. If IES products were fabricated incorrectly, STOP-- DO NOT install and notify IES immediately. IES will not be responsible for the cost of installation or reinstallation of any product but will only replace what was incorrectly done.

Hold Harmless: Horseback riding, horses and horse related activities are inherently dangerous. Buyer of equine equipment, structures or products from IES, its parent company (White Horse Industries, LLC) or its subsidiaries agrees to keep, save, protect, defend, indemnify and hold IES, White Horse Industries, LLC and its subsidiaries, its officers, directors and employees harmless from and against all suits, claims, costs and expense for personal injury, death or property damage arising from the purchase, use or misuse of merchandise described in the Quotation, Sales Order or Invoice. Horses are destructive and can damage property and as well as merchandise purchased from IES. IES will not be held liable for repair or replacement of merchandise purchased except under what is under warranty.

Entire Agreement: This Quotation, Sales Order or Invoice together with any written documents which may be incorporated by specific reference, constitutes the entire Agreement between parties and supersedes all previous communications between buyer and IES.

Attorney's fees: The prevailing party in any action to enforce any of the terms of this Agreement shall in addition to any other rights or judgments be entitled to recover its attorney's fees and court costs.

Governing Law: Nevada law shall govern the interpretation of this Agreement and enforcement of its terms and conditions. The parties agree that venue for any lawsuit or claim herein shall be in the Superior or Municipal Courts of Douglas County, Nevada.