

12.28.18  
White Horse Industries, LLC  
d.b.a. Innovative Equine Systems

**Terms & Conditions of Sale: White Horse Industries (dba Innovative Equine Systems): ("Seller")**

**General:** These Terms and Conditions of Sale ("Terms") shall apply to any Sales Quotation, Sales Confirmation, Sales Order or Invoice ("Sales Order") together with the Freight Acknowledgment if applicable, Freight Policy as well as request for funds. All purchases by Buyer of any items manufactured or sold by Seller, are expressly limited to and conditioned upon Buyer's acceptance of these Terms. If Buyer does not accept the Sales Order by execution thereof, Seller will not be obligated to commence or schedule fabrication or process orders provided by others until Buyer approves such drawings and specifications in writing authorizing Seller to schedule fabrication and/or process products that are being provided by others. Seller, under no condition will schedule fabrication or process any Purchase Orders that are provided by others without initial or full amount of deposit whichever applies.

**An Important note about stalls, doors and partitions and the installation process:** Stall fronts from Innovative Equine Systems are manufactured to order and usually come in three pieces as components—a door and two wings. That is for our sliders as well as our hinged doors. Dutch doors arrive with jamb frames in (3) pieces as well as the upper and lower doors. Barn doors come as large frames in (1) piece for single slider and in (2) frames for barn door pairs. Although they arrive as components (not a kit) these steel frames are still awkward and manufactured from heavy gauge steel. (see freight acknowledgement for arrival and off-loading in our Conditions of Sale). There are certain skills required for installation. i.e. using hammer drills for concrete anchoring, battery powered drills and wrenches needed for wall and wood/latch attachment as well as a table and cut off saw in order to install wood infill. Although we attach the latching systems prior to leaving our warehouse as well as cross cut hardwood (if you ordered from us), in order to alleviate added work at the job site, there is still hardware attachments and added labor that is required after arrival and during the installation process.

If, as the owner you wish to have someone knowledgeable on-site to oversee or consult with you or your General Contractor during the installation process for one or more days, we now offer that service throughout the U.S. as an option to our clients and quoted upon requested. Although most General Contractors understand from instructions how to install our products, in some circumstances and even with trained and well qualified builders, this service may substantially reduce the overall cost of your installation. For phone installation help (although not the same as being on site) we are available to answer your questions free of charge.

**Price:** The price quoted herein supersedes any price list or verbal quotation. Seller 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 Sales Order. If written acceptance of this Sales Order is not received within that time, this offer will become void and of no effect. Notwithstanding the above, Seller 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 Sales Order 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 Sales Order. For non-fabricated items, payment in full is due upon order placement. For fabricated items, a deposit of 50% of total amount of Sales Order is due prior to commencement of project and final balance is due upon commencement of powder coating. Storage fees may apply if client cannot accept delivery upon completion of order. All prices are subject to change without written notice.

**Changes:** The Terms of this Sales Order constitute the entire Agreement between the parties. No term or condition in this Sales Order may be added to, modified, suspended or altered unless the change is agreed to in writing by Seller. All shipments shall be deemed to have been made pursuant to the terms of this Sales Order. Any terms which may be contained in a purchase order from Buyer that differs from Sales Order or other form used by Buyer to accept this Sales Order shall be of no force or effect. After Buyer approval of this Sales Order, Buyer may request in writing changes in the product's dimensions, design, delivery date, or additions to or deletions from the original order but must do so within 48 hours of signing of Sales Order. Seller will then prepare a change order, incorporating all contract modifications resulting from such request. Seller shall have no obligation to proceed with such request or change order until the parties have agreed in writing to the Terms of such change order. With the exception of previous 48-hour deadline for any changes, the cost of each change order or modification will be billed back on final invoice at \$100 for each occurrence plus the cost of the change (if fabricated items) at a rate of \$85/hour. If the change order is a deletion in fabricated products the cost of the change order will remain at \$100 for each occurrence. In no event can a change order can go into effect if fabrication has begun. If the change order is for a non-fabricated product the Sales Order will be adjusted accordingly unless product has been shipped in which case the Sales Order will stand as confirmed and returns will be subject to return policy.

**Return Policy:** Products eligible for return are subject to a 25% restocking fee, must be in original packaging, and sellable condition. Special order, drop ship and custom products such as fabricated items may not be returned. Any fees associated with returns are the sole responsibility of the Buyer. This includes, but is not limited to: shipping, freight, load/unload, packaging, carrier, fees and charges. Please contact Innovative Equine Systems customer service for a return authorization.

**Cancellation:** Upon receipt by Seller of signed Sales Order, 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 Seller a 25% restocking fee if products from outside vendors were placed on order and/or were organized from our warehouse inventory and readied for shipment, 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. If commencement of fabrication has begun orders cannot be amended or cancelled.

**Shipment:** The purchase price shall include the Product, packing, freight, and other related costs. Unless expressly agreed otherwise, all products shall be delivered to Buyer and to the ship-to address provided and acknowledged with this Sales Order. Unless otherwise noted in this Sales Order, all shipments are F.O.B. point of shipment Minden, NV 89423. **Risk of loss and title pass to buyer at this point.** Seller 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 Buyer (consignee) in writing and at consignee's expense.

**Limited Warranty:** Seller represents and warrants that all Products will be delivered free and clear of all liens and will conform to product drawings that were provided to confirm the Sales Order and approved by Buyer. Limited Warranty as described:

1. A Three (3) Year Warranty against structural defects. This warranty excludes damage to or from galvanizing or powder coating
2. Any warranty claim will be subject to Seller's reasonable determination that the structural failure was due to defective material or workmanship.
3. Seller reserves the right to inspect such structural failure in person or from HD photos provided by Buyer.
4. Seller reserves the right to repair or replace refabricated defects.
5. Seller Reserves the right to refund any amount paid by Buyer and at Sellers expense return said defective related product.
6. In no instance will this warranty be covered by the misuse or abuse by horses or third parties. The Seller reserves the right to this determination.
7. In no instance will this warranty cover unauthorized modification or third party damage or repairs.
8. In no instance will this warranty cover damage from shipping, off-loading or installation.
9. These Terms and the Limited Warranty supersede any other representations or warranties made in any brochures, manuals, catalogs, product literature website or other materials provided by Seller.
10. Seller relies on Buyer to make judgements as to the suitability of products being purchased and not the expertise of the Seller or representative of Seller.
11. To the extent permitted by law, seller's liability and Buyers remedies to the Terms set forth herein in no event shall Seller be liable to Buyer or any other person or entity for special, direct or indirect, punitive or liquidated damages or for injury to a person or property for lost business or profits. Under no circumstance will Seller be liable to Buyer or other entity or person related to said products for any losses or damage claims fines or related installation or reinstallation expense of any kind arising out of or in relation to products purchased by Buyers to exceed the purchase price of the products associated to the liability, damage or claim.
12. Products not manufactured by Seller but included with this Sale where there is a warranty, either expressed or implied, provided by products manufactured by others assign those warranties, if any, provided by the Manufacturer to the Buyer. Any claims arising from manufacturing or design defects or use/misuse of merchandise manufactured by others described herein shall in no event exceed the actual cost of the merchandise. Buyer must use merchandise according to manufacturer instructions and notify Seller of any claims for damage or defect of merchandise within 30 days of receipt.
13. If products manufactured by Seller were fabricated incorrectly, STOP-- DO NOT install and notify Seller immediately. Seller will not be responsible for the cost of installation or reinstallation of any product but will only replace what was incorrectly done.

**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, chain and grapple and a pallet jack for heavy or over sized pallets. These products may be delivered by large tractor trailers. 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 responsibly of the buyer to notify Seller **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 TWO HOURS 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. Seller is not responsible for damaged or missing freight after it leaves the warehouse of origin. Risk of loss or damage to, or destruction of the Product shall pass to Buyer as described by law on Bills of Lading. Buyer has the right to inspect and reject the Product upon delivery. Buyer will be deemed to have accepted the Product upon any use, attempted installation or installation of the Product or 30 days following delivery. Any rejection upon delivery must be noted on the carrier's delivery record in order for Seller to file a damage claim. Upon rejection, Buyer will promptly notify Seller, and Seller, at its option and expense, will either arrange for return delivery to Seller or dispose of the Product.

**Delay:** Seller 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 Sales Order. Seller will not be liable in any measure if the cause of the delay or failure to deliver is beyond the reasonable control of Seller, 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 Seller, 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. Sales, Use, VAT or similar taxes imposed on this sale or transaction may not be included in the Sales Order. If applicable, such taxes will be added to Seller's invoice and shall be paid by Buyer. Seller will, where applicable and necessary, include taxes on its invoice. If Seller is assessed tax as described above by any federal or state entity for any reason after order has been shipped and paid, Seller reserves the right to invoice and collect said tax from Buyer after the sale.

**Hold Harmless:** Horseback riding, horses and horse related activities are inherently dangerous. Buyer of equine equipment, structures or products from Seller, its parent company (White Horse Industries, LLC) or its subsidiaries agrees to keep, save, protect, defend, indemnify and hold Seller,

White Horse Industries, LLC (dba Innovative Equine Systems, 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 Sales Order. Horses are destructive and can damage property as well as merchandise purchased from Seller. Seller 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 Seller.

**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.

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Signature of Buyer