

STONEY SADDLERY

Sales Policy, liabilities and Warranty

1. Payment: All deposits are non refundable. All final payments will be made in cash or certified funds for immediate shipping. All final payments drawn on personal or company checks will be shipped after ten(10) business days to allow processing of payment.
2. Shipping and handling: Buyer pays all shipping, packaging, handling and insurance cost charges F.O.B. Buyer's destination. Title and risk of loss of Product shall pass to Buyer upon delivery to F.O.B.
3. Right to inspect: Buyer shall have the opportunity to inspect the products and to reject any non-conforming or defective products. Buyer shall give STONEY SADDLERY written notice of any non-conforming or defective products within ten (10) days after delivery. No notice shall constitute acceptance by Buyer. Buyer's sole and exclusive remedy for rejection of non-conforming or defective products shall be to return products to STONEY SADDLERY pursuant to the provisions of paragraph 3 below.
4. Return Procedure: Buyer's sole and exclusive remedy for any non-conforming or defective products purchased hereunder shall be to return products pursuant to this paragraph. **Buyer shall contact STONEY SADDLERY in advance to obtain a Return Good Authorization ("RGA") number before returning products, in addition to written authorization for return to STONEY SADDLERY. Any products returned to STONEY SADDLERY without a "RGA" number and written authorization shall be subject to a twenty (20%) restocking fee.** Return shipping shall be at Buyer's expense and risk of loss. STONEY SADDLERY shall, as it's option, repair or replace any properly returned products or parts which are non-conforming or have proven to be defective during the warranty period under conditions of normal usage and service, or if STONEY SADDLERY so elects, STONEY SADDLERY may refund the original purchase price paid. Returns may be subject to handling, delivery, reconditioning or other charges. If product has been altered or modified in any way, this will immediately terminate any refund.
5. Buyer default in payment: Upon any default by the Buyer in the performance of any obligations, STONEY SADDLERY may declare all obligations nullified.
6. Force Majeure: STONEY SADDLERY shall not be responsible or liable for delays or failure to deliver products or to otherwise perform any obligation hereunder due to any cause beyond the control of STONEY SADDLERY such as an act of God, acts of civil or military authority, labor disputes, fire, riots, civil commotions, sabotage, war, embargo, blocked, floods, earthquake, epidemics, power shortages or when due to governmental restrictions or failure of a supplier to deliver or other like conditions not described herein.

7. **WARRANTY:** STONEY SADDLERY shall warrant the products in accordance with STONEY SADDLERY'S Standard Limited Warranty in effect at the time of delivery. STONEY SADDLERY'S warranty is incorporated by reference to this document and set forth in partial form herein. Only products which fail to meet STONEY SADDLERY'S Standard Limited Warranty shall be deemed defective.

STONEY SADDLERY'S STANDARD LIMITED WARRANTY IS THE ONLY WARRANTY GIVEN BY STONEY SADDLERY IN CONNECTION WITH THE PRODUCTS, AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, AND IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED. STONEY SADDLERY'S LIABILITY ON ANY CLAIM, WHETHER IN NEGLIGENCE, STRICT LIABILITY OR WARRANTY, OR FOR ANY OTHER TORT OR IN CONTRACT OR OTHERWISE, WITH RESPECT TO PRODUCTS DELIVERED HEREUNDER, SHALL BE LIMITED TO REPAIR OR REPLACEMENT OF ANY NON-CONFORMING OR DEFECTIVE PRODUCTS OR, IF STONEY SADDLERY SHALL SO ELECT, TO REFUND THE PURCHASE PRICE OF THE PRODUCTS SOLD. STONEY SADDLERY SHALL HAVE NO LIABILITY FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES.

STONEY SADDLERY DOES NOT WARRANT ANY PRODUCT WHICH IS OR HAS BEEN THE SUBJECT OF MISUSE, NEGLIGENCE, ACCIDENT, REPAIR OR ALTERATION WHICH, IN THE JUDGEMENT OF STONEY SADDLERY AFFECTS THE PRODUCTS STABILITY OR RELIABILITY AND ALL WARRANTIES OR GUARANTEES SHALL IMMEDIATELY CEASE AND TERMINATE AS TO ANY PRODUCTS OR PARTS THEREOF WHICH ARE ALTERED OR MODIFIED.

The above warranty does not cover any other part of the saddle, including the saddle horn, fenders, stirrups, cantle, stitching, decorative trim or any other part. All saddle trees in all saddles sold by STONEY SADDLERY are covered by the INDIVIDUAL SADDLE TREE MANUFACTURE'S COMPANY WARRANTY EXCLUSIVELY. There is no separate warranty expressed, implied or offered by STONEY SADDLERY. All shipping cost incurred under the warranty are the responsibility of the purchaser.

8. Attorney's fees and cost: In the event of any dispute arising out of or related to this sale agreement. The prevailing party shall be entitled to recover its attorney fees, expert witness fees and other cost and litigation expenses, in addition to other damages.

9. Additional terms: If any part of this agreement is adjudged invalid, illegal or unenforceable, the remaining parts shall not be affected and shall remain in full force and effect.

This Sales Policy shall be binding upon the parties, and upon their heirs, executors, personal representatives, administrators and assigns. No person shall have a right to cause of action arising out of or resulting from this Sales Policy except those who are parties to it and their successors in interest.

This instrument, including any attached exhibits and addenda, constitutes the entire Sales Policy, Liabilities and Warranties of STONEY SADDLERY. No representation or promises have been made except those that are set out in this Sales Policy, Liabilities and warranties. This Sales Policy, Liabilities, and Warranty may not be modified except in writing signed by STONEY SADDLERY and the Buyer