By accepting this quote, Customer agrees to our Terms & Conditions as follows:

Accepted By: _____ Date: _____
Customer or Authorized Personnel

Terms & Conditions of Sale – Heritage Equine Equipment, LLC (Seller)

1. Payment. Payment for products requires 50% down payment upon Buyer approval. Items purchased that are not manufactured by Seller require 100% payment upon Buyer approval. A final invoice will be issued with the final amount due as the order reaches completion. Seller will not be obligated to ship or deliver order until the final payment is received and processed.

2. Changes. After Buyer Approval, Buyer must request in writing changes to the items dimensions, design, delivery date or additions to or deletions from the original order. Seller will then prepare a change order, including all order modifications resulting from request. This includes, but is not limited to, changes in price, change order fee, delivery schedule and warranties. Seller shall have no obligation to process request or change order until there has been agreement reached by Seller and Buyer as to the change order contents and terms.

3. Returns & Cancellations. An order may be terminated by Buyer upon prior written notice and upon payment of all reasonable and proper termination charges. This includes, but not limited to, all costs identified to the order incurred prior to the effective date of notice of cancellation and all charges incurred by Seller in respect of the termination, overhead and other indirect costs, plus a reasonable profit therein. Seller is authorized to deduct such costs from any deposit previously made by Buyer. An order cannot be cancelled if production has already begun. Seller does not accept returns or offer refunds on any items manufactured by Seller and meeting Specifications. Seller may, at its sole discretion, accept returns on any items not manufactured by Seller and meeting Specifications. Any returns are subject to a restocking fee (up to 40%) and Buyer shall be responsible for arranging payment and return shipping. Any item returned by Buyer must be in new condition with original packaging and in sellable condition.

4. Delivery of Orders. The cost of each order includes the cost of packaging, freight and other related costs. Buyer and/or its agents shall be responsible for unloading order off of delivery trailer or truck. Seller is not responsible for costs incurred for storage of items thereafter. Seller will contact Buyer with delivery date and approximate delivery time prior to shipping. Orders can also be picked up by Buyer or its agents at our location at 74 Quail Lane, Box Springs, GA. If Buyer or its agents choose to pick up items from Seller, Buyer assumes responsibility of order once it is loaded upon trailer or truck. Delay of shipment of order by Buyer is subject to the approval of Seller. In the event of shipment delay, the full purchase price of order shall be invoiced and due at the time of order completion. Seller may charge Buyer a storage fee for any delayed shipment beyond ninety (90) days from the final invoice date.

5. Risk of Loss. The risk of loss of, damage to or destruction of items ordered shall pass to the Buyer upon delivery in accordance with the applicable delivery term. Buyer has the right to inspect and reject order upon delivery. Buyer will be deemed to have accepted the items upon the earlier of (1) any use, attempted installation or installation of the order or (2) 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 immediately notify Seller, and Seller, at its option and expense, will either arrange for a return delivery to Seller or dispose of the item(s).

6. Force Majeure. Seller shall not be liable for loss, damage, detention or delay, nor be deemed to be in default from causes beyond its reasonable control, including without limitation, fire, flood, storms or other acts of God, strikes, labor difficulties, acts or omissions of any third party, any governmental authority or of Buyer, compliance with governmental regulations, delays or shortages in transportation or inability to obtain necessary labor, materials or manufacturing facilities from usual sources, defects or delays in the performance of its suppliers or subcontractors due to any of the foregoing causes or any other causes similar or dissimilar to the foregoing. In any event, Buyer's obligation to make payment shall not be affected due to any force majeure.

7. Limited Warranty. Upon delivery, Seller represents and warrants that all orders will be delivered free and clear of all liens and upon delivery will conform to shop drawings and product specifications set forth on or attached to the quote prepared by the Seller and approved by the Buyer. See attached Heritage Equine Equipment, LLC 5 Year Warranty attached.

8. Information Furnished by Buyer. Any designs and shop drawings provided by the Buyer remain exclusive property of the Seller. Buyer shall not, without Seller's prior written consent, copy or disclose such information to a third party. Such information shall be used solely for the operation, installation or maintenance of the items and not for any other purpose.

LIMITED WARRANTY

1. ***Five (5) Year Warranty Against Structural Defects*.** The equipment furnished hereunder is warranted to be free from defects in material and workmanship which result in structural failure of any components manufactured by Heritage Equine Equipment, LLC (herein called Seller), for a period of five (5) years from date of delivery of goods to Buyer. This Limited Warranty does not extend to powder coating or any components not manufactured by Seller.
2. ***Warranty Claim Procedures.*** Buyer agrees to timely comply with the following procedures in order to facilitate Seller's prompt attention to evaluate and repair or replacement of any defective component(s):
    a. Buyer must notify Seller in writing after Buyer's discovery of any structural failure of the component(s) provided by Seller. Written notice may include notice by email, ordinary or certified mail directed to Seller at the address of its principal place of business set forth in the sales contract.
    b. Upon Seller's receipt of said notice, Seller shall have the option of inspecting or engaging a third party agent, representative, expert or contractor to inspect the component(s). If it is reasonably practical to ship the component(s) to Seller at reasonable expense, then at Seller's request the Buyer shall promptly ship the component(s) to the Seller for purpose of inspection. Otherwise, Buyer will cause the component(s) to be made available to the Seller or its agents, representatives, experts and contractors, at a mutually agreed upon date, time and place.
    c. In lieu of Seller's inspection, or at any time prior to, during or subsequent to such inspection, Seller may request and Buyer will provide to Seller reasonable photographic or other written tangible documentation of the defective component(s) and/or documentation evidencing any structural failure of the component(s).
3. ***Remedies – Seller Repair or Replacement.*** Upon Seller's confirmation (in accordance with the foregoing procedures) of any defect resulting in structural failure of the component(s), Seller will, at its option and expense, undertake one of the following remedial actions within thirty (30) days after such determination: (a). repair the defective component(s); or (b). replace the defective component(s); or (c). provide the Buyer with replacement(s). Seller agrees to prioritize the servicing of warranty claims over existing orders, to the maximum extent reasonably practicable. If the Buyer requests warranty service other than during Seller's usual business hours, such services will be provided promptly by Seller when and to the extent reasonably practicable, on a good faith effort basis, provided that Seller may at its own option charge the Buyer for warranty services rendered outside of its usual business hours, based upon Seller's then current hourly rates and terms for service. Buyer's sole and exclusive remedy under this Warranty will be limited to such repair or replacement, and only with respect to the component(s) determined to have a defect resulting in structural failure of the component(s).
4. ***Exclusions – Misuse/Unauthorized Modifications or Repairs/Third Party Damage.*** The Warranty stated herein is contingent upon the proper use of the component(s) at all times after delivery to Buyer; i.e., this Warranty shall not apply to component(s) which Seller shall determine to have been misused, abused or used for any purposes beyond the ordinary and usual purposes for which the component(s) is/are intended. Furthermore, in the event that the component(s) are or have been repaired or modified by any person or entity other than Seller or Seller's authorized contractor(s), Seller may, at its option, declare this Warranty null and void. This warranty shall not apply to any damage done by Buyer or by any third party in the course of loading, unloading or installation of the component(s), nor shall this Warranty apply to any other damage otherwise caused at any time by any third party.
5. **Representatives.** The representations contained in this Warranty are exclusive and supersede any other representations or warranties made in any brochures, manuals, catalogs, product literature or other materials provided by or through Seller. Furthermore, no representations, whether oral or written, of any of Seller's representatives may be relied upon as a substitute or modification of the exclusive limited Warrant provided herein.
6. ***Exclusivity of Remedy.*** THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY DEFECT IN THE COMPONENT(S), INCLUDING BUT NOT LIMITED TO ANY DAMAGED BASED ON CONTRACT, TORT OR OTHER LEGAL THEORY. THE RIGHT TO RECOVER DAMAGES WITHIN THE LIMITATIONS SPECIFIED HEREIN IS BUYER'S EXCLUSIVE ALTERNATIVE REMEDY IN THE EVENT THAT THE REMEDY PROVIDED HEREIN FAILES OF ITS ESSENTIAL PURPOSE.
7. ***Severability.*** If any part of the terms and conditions stated herein is held void or unenforceable by any court of competent jurisdiction, any such part, to the extent void or unenforceable shall be treated as severable, and the remaining terms and conditions hereof shall be deemed modified so as to remain enforceable to the maximum extent possible, consistent with any such holding.
8. ***Integration into Sales Agreement.*** The Limited Warranty is part of and shall be integrated and incorporated by reference into the terms of the original sales agreement entered between Buyer and Seller, said sales agreement being collectively represented by the original Sales Order, drawings (if any) and this Warranty.

SELLER: Heritage Equine Equipment, LLC

BUYER: _____

By: _____ Date: _____

By: _____ Date:_____

Maintenance Procedures

Thank you for trusting Heritage Equine Equipment. We hope you will enjoy your products for many years to come.

Keeping your Heritage Equine Equipment components beautiful for a long time is easy if you maintain them as suggested below:

- Use a grease gun to apply grease to every grease fitting on your hinged stall doors, feed doors, windows, Dutch doors and hinged barn doors at time of installation. Further greasing will be necessary every 4-6 months or sooner as necessary.

- Use a slightly damp soft cloth to clean your components followed with a soft dry cloth for a polished finish as necessary but at the very least monthly. Diluted dish washing detergent can be used if necessary but nothing harsher should ever be used. Never use a hard abrasive as to avoid damage to the finish. Direct hard pressure washing is never suggested.

- Check components vigilantly weekly and monthly for nicks or scratches in the powder coating. Should one appear, touch it up immediately with your touch up pen included with your installation parts. If your horse is a cribber and has removed a large area or a large scratch appears, you may need to apply spray paint by first cleaning the area, lightly sanding the area, masking it off and then using spray paint to repair the area.

- If you are hanging items such as halters, buckets, feed bags, etc. on the fronts of your stalls, there is a possibility that, over time, the constant wearing will mar or scratch your powder coating. Please make sure to check the areas often for need of touch up paint.

- Salt blocks, mineral blocks and certain supplements can be very harmful to the powder coating finish of your components. It's a lot like the damage done by salt to vehicles in icy locations. Please avoid placing them inside the stall area as horses tend to lick surfaces which leads to deterioration. Monthly inspections along with diligent cleaning will prevent the breakdown of your beautiful Heritage Equine Equipment.

- Should a hinged stall door, feed door, Dutch door, window or hinged barn door squeak or appear hard to move, immediately apply grease to the grease fitting to prevent irreparable damage.

- Leaving Dutch doors, windows or hinged doors in one position for an extended time can cause them to seize up if they are not properly greased on a regular schedule.

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