

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

#### Standard Terms & Conditions

**Price:** The quoted price is for the listed equipment or services and specified in this Proposal or Invoice. 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 proposal or invoice. If written acceptance of this Proposal 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 Proposal 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 and set forth on the Invoice or proposal but in any event payment in full is due at completion of order and prior to shipping. If there is a shipping hold over storage fees may apply.

**Changes:** The terms and conditions of this Proposal or Invoice constitute the entire agreement between the parties. No term or condition in this Proposal 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 Proposal or Invoice and any terms and conditions which may be contained in a purchase order or other form used by buyer to accept this Proposal or Invoice shall be of no force or effect.

**Cancellation:** After acceptance of this Proposal or Invoice buyer may only cancel this Agreement by providing written notice of cancellation prior to the time the equipment is manufactured ( in the case of custom fabricated products ) or shipped (in the case of pre-manufactured products). In event of a cancellation of fabricated products buyer remains responsible for and agrees to pay to IES 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 is received. In event of a cancellation of non-fabricated and/or special order products a 20% restocking fee will be charged. Notwithstanding the above, any deposit received will not be refunded unless the said deposit exceeds the restocking fee of 20% for non-fabricated and/or special order products. No attempted cancellation will be effective after transportation of the shipment has begun.

**Shipment:** Unless otherwise noted in this Proposal 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 tracking) to change the speed or direction of the freight. Changes to shipment (such as off loading site) can only be made by consignee in writing and at consignees expense.

**Order Arrival/Off-Loading:** IES includes known phone numbers to the originators of the Bill Of Lading for consignee (buyer) to be notified in advance of freight arriving. IES has no physical control over this procedure. All costs related to off-loading shall be the buyers (consignees) responsibility and expense. Because of the nature of the products, they are extremely heavy and may require manpower and/or a large heavy-duty forklift with fork extensions for large over sized pallets and pallet jack for off-loading. These products are usually 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 off-loading 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 off-load at an alternate location. PLEASE NOTE: DRIVERS ARE NOT RESPONSIBLE FOR OFF-LOADING YOUR FREIGHT. IF YOU ARE NOT PREPARED WHEN THE FREIGHT ARRIVES ANY DIVERSION OR STANDBY TIME WILL BE CONSIGNEES RESPONSIBILITY AND WILL BE CHARGED BACK TO BUYER.

**Missing or Damaged:** Any damaged pieces or discrepancies from buyers 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 OFF-LOADING. If there is hidden damage, photograph and document the problem and notify the Carrier. 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 proposal or Invoice. Notwithstanding the above, 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 & Local taxes are the responsibility of the Buyer.

**Warranty:** IES, and its subsidiaries Disclaims all warranties, both expressed and implied, and assigns those warranties, if any, provided by the Manufacturer to the purchaser. Any claims arising from the manufacturing or design defects, use or misuse of Merchandise describe herein shall be asserted against the manufacturer and in no event shall exceed the actual cost of the merchandise. Purchaser must use Merchandise according to manufacturer instructions and notify IES of any claims for damage or defect of merchandise within 30 days of receipt.

**Hold Harmless:** Horse back riding, horse and horse related activities are inherently dangerous activities. 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 Innovative Equine Systems, 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 Proposal or Invoice.

**Entire Agreement:** This Proposal 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.