



Vitae Outdoor Terms & Conditions

Conditions of Sales

WARRANTY

The company warrants that each product to be delivered hereunder will be the kind designated. **NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE SHALL APPLY.** The conditions of any tests shall be mutually agreed upon and the Company shall be notified of, and may be represented at, all tests that may be made. If any failure of any product delivered hereunder to be the kind designated or specified appeared prior to the date which is 60 days from the date of shipment, prior to the date of use or resale of the product by the Purchaser, whichever date sooner occurs, and if the Purchaser shall notify the Company thereof immediately, the Company shall thereupon, all the Company's option either (1) furnish F.O.B. its plant or such other points as it may designate a reprocessed or replacement product or (2) refund the purchase price.

It is understood that any defective product will not be returned until authorized in advance by the Company. Returned products should be intact in form as shipped and must retain the Company's identity.

LIMITATION OF LIABILITY

The liability of the Company (except as to title) arising out of the supplying of said product, or its use, whether on warranties, contract, negligence or otherwise, shall not in any case exceed the cost of correcting defects in the product as herein provided, and upon the expiration of the appropriate warranty period specified herein, all such liability shall terminate. The foregoing shall constitute the sole and exclusive liability of the Company. **THE WARRANTIES STATED HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES (EXCEPT TITLE) WRITTEN OR ORAL, STATUTORY EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE, IN NO EVENT SHALL THE COMPANY BE LIABLE FOR CONSEQUENTIAL OR SPECIAL DAMAGE.**

TECHNICAL ADVICE

ANY TECHNICAL ADVICE FURNISHED OR RECOMMENDATION MADE BY THE COMPANY OR ANY REPRESENTATIVE OF THE COMPANY CONCERNING ANY USE OR APPLICATION OR ANY PRODUCT FURNISHED UNDER THIS CONTRACT IS BELIEVED TO BE RELIABLE BUT THE COMPANY MAKE NO WARRANTY, EXPRESS OR IMPLIED, AS TO ITS ACCURACY OR COMPLETENESS OR OF THE RESULTS TO BE OBTAINED. The purchaser assumes all responsibility for loss or damage resulting from the handling of use of any such product.

DELIVERY

Delivery of the products shall be made F.O.B. point of shipment, with transportation expenses paid by the Purchaser, and risk of loss or damage to products in transit shall fall upon the Purchaser, whose responsibility it shall be to file claims with the carrier.

Shipping dates are approximate and are based upon the prompt receipt of all necessary information.

The Company shall not be liable for delay in delivery, or failure to manufacture, due to causes beyond its reasonable control, or due to acts of God, acts of the Purchaser, acts of civil or military authority, priorities, fires, strikes, floods, epidemics, quarantine restrictions, war, riots, delays in transportation, car shortages or inability due to causes beyond its reasonable control to obtain necessary labor, materials, or manufacturing facilities, in the event of any such delay, the date of delivery shall be extended for a period equal to the time lost by reason of the delay.

PAYMENTS

Each shipment shall be considered a separate and independent transaction, and payment therefore shall be made accordingly. If shipments are delayed by the Purchaser, payment shall become due the date when the Company is prepared to make shipment. If the Purchaser delays the work covered by the terms of sale, payments shall be made based on the purchase price and the percentage of completion. Products held for the Purchaser shall be all at risk and expense of the Purchaser.

If in the judgment of the Company the financial condition of the Purchaser at any time does not justify continuance of production or shipment on the terms of payment originally specified, the Company may require full or partial payment in advance and in the event of bankruptcy or insolvency laws, the Company shall be entitled to cancel order then outstanding and shall receive reimbursement for its cancellation charges.

SECURITY TITLE

Security title and right of possession of the products sold hereunder shall remain with the Company and such products shall remain personal property until all payments hereunder (including deferred payments, whether evidenced by notes or otherwise) shall have been made in full in cash and Purchaser agrees to all acts necessary to perfect and maintain such security right and title in the Company.

SALES AND SIMILAR TAXES

The Company's prices do not include sales, use, excise, or similar taxes. Consequently, in addition to the price specified herein, the amount of any present or future sales, use excise or other similar tax applicable to the sale of the products hereunder or the use thereof by the Company or by the Purchaser shall be paid by the Purchaser, or in lieu thereof the Purchaser shall provide the Company with a tax exemption certificate acceptable to the taxing authorities.

CANCELLATION

The Purchaser may cancel his order within 24 hrs of time of purchase, provided he gives written notice to the Company and pays to the Company the latter's cancellation charges, if any.

PURCHASE PRICE

Unless otherwise stated by the Company, prices, terms of payment and pricing policies will be those in effect at the time of shipment.

GENERAL

Purchaser's assignment of his order, or of any interest therein or of any rights hereunder, without consent of the Company, shall be void.

This contains the entire agreement between the Company and the Purchaser respecting the subject matter hereof and any representation, promise, condition or understanding not contained herein shall not be binding upon either party.

Any provisions or condition to the Purchaser's order which are in any way inconsistent with or in addition to the Conditions of Sale (except additional shipping instructions specifying quantity and character of the items ordered) shall not be binding on the Company and shall not be considered applicable to this sale.

No waiver. Alteration, of modification of the foregoing conditions shall be valid unless made in writing and signed by an executive officer of the Company, or by the General manager of the Product Division.

Contract between the parties is entered into Lake County, Florida. The Sales Agreement shall be governed by and construed in accordance with the Laws of the State of Florida, without giving effect to principles or conflicts of law.

ACCEPTANCE

Buyer must notify Seller at once if the foregoing Terms and Conditions are not acceptable.