



Terms and Conditions

1. **TRANSACTION FOR SALE OF GOODS:** It is understood and agreed that Customer is a merchant and that this transaction is for the rendition of services and this contract is not for the sale of goods. Customer requests Tall Tines Taxidermy to process/tan the items described above without any warranties (express or implied) about the quality of same and for the price of such services, as set forth in processor's current price list and any freight charges, importation fees or expenses we have incurred on your behalf.
2. **NO CHARGE BACKS:** It is understood and agreed that Buyer shall not charge back, reduce or credit any portion of the processing price (or any freight charges, importation fees, or expenses we have incurred on your behalf) against any monies spent or expenses incurred by Customer in attempts to remedy, repair or cure any alleged defect, non-conformity or problem with the hides, skins, horns or skulls made the basis of this contract or any other transaction with Processor. Customer is obligated, and agrees to promptly (but in no event more than five (5) business days after Customer's receipt of same) return such hides, skins, horns or skulls to Processor, with a written notice pointing out with particularity all alleged process defects non-conformities or problems with the services; and failure to timely do so will be a failure of a condition precedent to any further obligation/liability of

Processor, if any, but will not release Customer of its obligation to pay Processor for same.

3. **INDEMNIFICATION OF PROCESSOR:** CUSTOMER EXPRESSLY AGREES TO INDEMNIFY AND HOLD HARMLESS PROCESSOR FOR ALL DAMAGES OR CLAIMS OF THIRD PARTIES, INCLUDING BUT NOT LIMITED TO THE OWNERS OF THE HIDES, SKINS, HORNS AND/OR SKULLS AND MERCHANDISE CUSTOMER ENTRUSTS TO PROCESSOR UNDER THIS AGREEMENT, INCLUDING CLAIMS FOR LOSS, OR DESTRUCTION OF, OR DAMAGE TO HIDES, PELTS, SKULLS, ANTLERS OR HORNS AND FOR PERSONAL INJURIES AND PROPERTY DAMAGE, ARISING FROM ANY AND ALL APPLICATION(S), USE, SALE OF, OR RESALE OF THE GOODS OR SERVICES MADE THE BASIS OF THIS CONTRACT, INCLUDING DAMAGES OR INJURY ARISING OUT OF THE NEGLIGENCE, IF ANY, OF PROCESSOR.
4. **WARRANTY DISCLAIMER:** Processor hereby EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; and the Processor, neither assumes nor authorizes Customer or any other person to make any representations or warranties for Processor, nor does Processor authorize any person or entity to assume for it any liability in connection with the use, shipment, sale or application of such hides, skins, horns and/or skulls.
5. **NOTICE OF DEFECTS OF NON-CONFORMITY:** Customer agrees to check carefully and inspect all goods, hides, skins, skulls, or horns against shipping papers and the description hereon upon delivery at destination. No claim for shortages or for improper, defective, damaged or non-conforming goods or services will be considered unless written notice (specifying, in detailed particularity, the nature and extent of the shortage, defect, damage or non-conformity) is mailed to our offices within five (5) business days from delivery to Customer in the case of shortages. In the case of non-conformity or defects the written notice must be mailed within five (5) business days of the date the

Customer first gains knowledge of the defect, or should have gained knowledge by exercising reasonable diligence; and Customer agrees to deliver all of the allegedly defective goods and services to Processor at Customer's expense, within 14 days of Customer's initial receipt of same; and failure to do so will be a non-occurrence of condition precedent to any further obligation/liability of Processor, if any.

6. **EXCLUSION OF CONSEQUENTIAL DAMAGES AND LIMITATION OF REMEDY:** CUSTOMER AGREES ALL CONSEQUENTIAL DAMAGES ARE EXCLUDED AND CUSTOMER'S REMEDIES ARE LIMITED EXCLUSIVELY TO THE LOWER OF THE ACTUAL REPLACEMENT COST, OR THE PRICE SET FORTH ON PROCESSOR'S CURRENT PRICE LIST FOR TANNING/PROCESSING THE PARTICULAR HIDE, SKIN, HORN OR PELT THE SUBJECT OF WHICH IS IN DISPUTE AT ISSUE. "Actual Replacement Cost" shall be defined as Processor's actual cost to purchase a skin, antler, horn or skull of similar species; notwithstanding the fact that the replacement might be smaller, larger or of different color or quality. This procedure shall be used in settling all claims, regardless of quality, size or quantity (except to the extent such exclusion or limitation is prohibited by law).
7. **STATUTE OF LIMITATIONS IS ONE YEAR:** The Statue of Limitations for any cause of action for breach of contract, or warranty, is hereby contractually limited to one year from the date Customer knew of reasonably should have known of the alleged breach, or the date of delivery of the merchandise to Customer, whichever occurs first.
8. **MANITOBA LAW GOVERNS:** Customer and Processor agree that Texas law shall govern and control the rights, liabilities and obligations of the parties. It is also agreed that jurisdiction and venue shall be exclusively in the Manitoba Provincial Courts of Winnipeg, Manitoba.
9. **CUSTOMER AGREES TO PAY PROMPTLY ON INVOICING:** Customer agrees to promptly pay Processor, at its address listed above, upon date of invoice; and all amounts unpaid more than thirty days (30) after date of invoice are past

due, and shall accrue interest at the rate of eighteen (8) percent per annum until paid in full. In addition, all invoices (ie.: orders) not paid in full within 14 days upon date of invoice (7 days for wet tan) and are in storage at Tall Tines Taxidermy, shall accrue storage charges of \$2.00 per day until paid in full.

10. **DISCREPANCIES:** By sending a customer's order to Tall Tines Taxidermy, customer agrees with any and all quantities, type, species, etc., or hides, skins, horns or skulls that Tall Tines Taxidermy finds and acknowledges are in such order. If a Tall Tines Taxidermy's packing list is not enclosed with customers order, the customer continues to be bound by Tall Tines Taxidermy's terms and conditions. Upon receipt of skins, horns, skulls, etc. at Tall Tines Taxidermy, the shipper becomes the customer and is bound by Tall Tines Taxidermy's terms and conditions. By accepting receipt of skins, horns, skulls, etc from Tall Tines Taxidermy after processing, customers or any agent of customer's agrees to and is bound by Tall Tines Taxidermy terms and conditions.

