

TERMS AND CONDITIONS:

Thank you (Buyer) for your interest in purchasing products from Val-Fit. Since 1979, Val-Fit has been the most trusted Master Distributor of these products in the Country. Val-Fit sells its products pursuant to the following Terms and Conditions:

- 1. Acceptance:** Your Order is an offer to purchase Val-Fit products pursuant to these Terms and Conditions. Our acceptance of your Order forms an Agreement pursuant to these Terms and Conditions. These Terms and Conditions constitute the entire agreement regarding your Order. Any and all prior agreements, express or implied, verbal or in writing are hereby merged into this Agreement, and are declared null and void. Val-Fit may modify these Terms and Conditions in its discretion and without prior notice, but only in writing. No person or entity other than Val-Fit can modify these Terms and Conditions.
- 2. Price:** Your Order will be shipped at the then current price for the product. Prices are subject to change without notice, so you should confirm your price prior to placing your Order. In addition, by placing your Order, you agree to pay all sales, use, excise, and other applicable taxes, and all shipping and handling charges applicable to your Order.
- 3. Shipping and Risk of Loss:** Unless otherwise agreed to by Val-Fit, in writing and in advance, goods will be shipped to Buyer F.O.B. place of shipment with risk of loss passing to Buyer upon tender of delivery of the goods to carrier at the place of shipment. Val-Fit reserves the right to deliver in more than one lot and to invoice each lot separately. All shipping and delivery dates are approximate and Val-Fit shall not be liable for any delays in shipment or non-performance, whether caused by the action or inaction of any carrier or due to acts of God, war, riots, terrorism, civil disturbances, acts of civil or military authorities, governmental regulations, court orders, fires, strikes or labor disputes, shortages of labor, materials, fuel or energy, or unavailability of transportation, equipment failure, failure of supplier, carrier or subcontractor to deliver on time, or due to any other cause(s) beyond Val-Fit's control. Buyer shall hold Val-Fit harmless for any and all liability for damages, including but not limited to special, direct, indirect, consequential, incidental damages, that Buyer may incur by reason of such delay or non-performance.
- 4. Payment:** Subject to approval of Val-Fit's credit department, and except as Val-Fit may otherwise agree in writing, in advance, with respect to a particular Order, payment is due in cash to be actually received by Val-Fit within thirty (30) days from the date of each invoice. Title to the goods shall not pass from Val-Fit to Buyer until full payment for such goods is actually received by Val-Fit. Time is of the essence as to this provision and all other provisions of these Terms and Conditions. In the absence of credit approval, or if Val-Fit revokes credit approval, payment is due in advance and prior to preparation of your Order. All unpaid balances shall accrue interest at the rate 1.5% per month from the date the payment was originally due. If Val-Fit hires an attorney to collect an unpaid balance, then, you agree to be liable for all costs of collection including reasonable attorneys' fees in the amount of 15% of the balance. If you fail to pay any balance when due, you agree that Val-Fit reserves the right to cancel or revoke any and all other orders you have placed with Val-Fit, without any additional notice to you.
- 5. Limited Express Warranty and Warranty Disclaimer:** Val-Fit warrants to Buyer (and not to anyone else) only that the goods purchased conform at the time of shipment to the description stated on the Purchase Order(s). There are no other warranties, express or implied. No information contained on this website or oral statements made by sales representatives are warranties, shall not be relied on by Buyer, and are not part of any transaction. Such limited express warranty is expressly in lieu of and excludes, and Val-Fit hereby disclaims, any implied warranty of merchantability or fitness for a particular purpose and any and all other warranties, express or implied, written or oral.
- 6. Limitation of Liability and Indemnification:** Under no circumstances, whether alleged as a result of breach of contract or

warranty, negligence, strict liability or any other legal theory, will Val-Fit be response to buyer, or any third party, for any special, direct, indirect, consequential, incidental, or other damages of any kind, including but not limited to lost profits, loss of use of property, or damages for personal injury, and no claims for any such damages shall be brought by the Buyer. In no event shall Val-Fit be liable to Buyer for any amount in excess of the purchase price of the product for which a claim is made. Furthermore, Buyer shall indemnify, defend, and save harmless Val-Fit from any and all claims for loss, damage, or injury to any and all persons and property including but not limited to special, direct, indirect, consequential, incidental, or other damages arising out of any alleged defect in the goods or arising out of any operations or activities in connection therewith, even though the defect, loss, damage, or injury resulted from the alleged negligence, breach of contract or warranty, strict liability, or other legal responsibility of Val-Fit.

Buyer agrees that, other than as expressly set forth herein it shall have no claim against Val-Fit regarding any purchase, order, or these Terms and Conditions. In the event any product purchased by Buyer from Val-Fit, fails to conform to the description stated on the purchase order at the time of shipment, and conditioned on notice of the defect from Buyer to Val-Fit on or before that date that is one (1) year from the date Val-Fit shipped the goods, then and in Val-Fit's sole discretion, Val-Fit may repair or replace the product.

- 7. Return of Products and/or Termination of Orders by Buyer:** Buyer shall not return any products shipped by Val-Fit without receiving prior written permission and consent of Val-Fit. All products returned will be charged a restocking fee in the amount of 25% of the value of the invoice and Buyer will bear the cost of shipment (both ways) and the risk of loss until the goods are actually received and accepted by Val-Fit. Requests to cancel any part of an order prior to shipment must be done in writing. Any orders shipped by Val-Fit but refused by Buyer will be handled as a return products shipment.
- 8. Patents and Other Rights:** The sale of products and the publication of any information or technical data relating thereto does not imply freedom from infringement of patent, copyright, registered design or other industrial property rights with respect of any particular combination or application of the products. Buyer agrees to indemnify and hold Val-Fit harmless from any and all liability from damages, including court costs, attorney's fees, and judgment, for any and all infringement of patent or other rights arising from the production or sale of goods.
- 9. Notice to Val-Fit:** Any and all notice given by Buyer to Val-Fit shall be in writing, and sent via email to brett@valfit.com.
- 10. No Waiver of Rights; Severability:** Any waiver by either party or any breach of provisions of these Terms and Conditions shall not be construed as a waiver of any other provision or of any continuing or succeeding breach of such provision. If any provision of the Terms and Conditions shall be deemed invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of all other provisions of the Terms and Conditions shall not be affected.
- 11. Law, Jurisdiction and Venue:** By purchasing from Val-Fit, Buyer agrees that these Terms and Conditions shall, for all purposes and to the fullest extent permitted by law, be deemed to be an agreement made and entered into in Dekalb County, Georgia. By purchasing from Val-Fit, Buyer agrees that in all respects, these Terms and Conditions shall be governed, construed and enforced according to the laws of the state of Georgia. Furthermore, Buyer expressly consents to venue in Dekalb County Georgia or the Federal Court with jurisdiction in Dekalb County Georgia to resolve any dispute concerning any order, purchase, or these Terms and Conditions. Buyer hereby waives any and all objection to jurisdiction and venue in Dekalb County, Georgia for the resolution of any dispute concerning any order, purchase or these Terms and Conditions.
- 12. Assignment.** Buyer may not assign any rights or obligations arising from any order, purchase or these Terms and Conditions.