

TERMS & CONDITIONS OF SALE

AE Tent LLC, DBA Economy Tent International (abbreviated) "ETI"
Acceptance of any products listed on this document, the Buyer agrees to the following:

TERMS: Unless otherwise agreed to by ETI in writing, all orders must be paid in full before shipping. All business checks and/or personal checks require a minimum of 5 business days for clearance before orders will ship. Accounts that are past terms are subject to an interest charge of 1.5% per month. As a result of nonpayment or partial payment of invoice, including but not limited to attorney's fees, collection fees, any court costs will be paid by the BUYER. All NSF checks returned will be charged a minimum service fee of \$30.00 and all other remedies allowed by Florida law. The jurisdictions of any and all legal proceedings are in Dade County, Florida. Florida law governs the interpretation and enforcement of this contract.

CUSTOM ORDER POLICY: A custom order is defined as; any product manufactured specifically for the customer and not in stock. Terms for custom orders require a deposit of 50% with the balance paid before product is shipped or picked up. Cancellation of custom goods will result in loss of deposit.

LIMITED WARRANTY: ETI warrants to the original owner that our products are free of defects in material and workmanship for a period of one year from the date of purchase. Defects are limited to a result of the manufacturing process. This warranty does not imply, or express coverage from any damage to tents as a result of wear and tear or acts of nature. Excluded as well are **pin holes, punctures or abrasions** which can occur during shipping, storage and handling. This warranty is valid to the original purchaser only and is not transferable. Items found to have a manufacturing type defect will be replaced or repaired at ETI's discretion at no cost to the customer. The customer is responsible for shipping charges, duties, fees of any kind, if applicable.

REQUIRED PERMITS: ETI has no knowledge of applicable building or tent permitting in your area. It is the responsibility of the BUYER to check with the appropriate authorities to obtain proper approvals, permits, etc. prior to installation.

LIMITS OF LIABILITY: ETI has no control over the ultimate use or methods of installation of our products. ETI assumes no liability for any financial loss, damage, injuries or loss of life. ETI will not be responsible for expenses or loss of income of any kind, arising out of the use of our products. ETI makes no claims, expressed or implied, concerning use of all ETI's products. ETI shall not be responsible for any incidental damages, exemplary damages or special damages.

RETURNS: When requesting permission to return an order, Buyer will provide ETI with the invoice number and reason for return. If the return is agreed to, ETI will issue a Return Goods Authorization. Return authorizations do not imply automatic credit. **A 30% restocking fee will be applicable for all approved returns.** Returns should be carefully packaged and shipped prepaid, with the Return Authorizations number displayed on the shipping label. ETI reserves the right to refuse returned items that are soiled, wet, abused, or damaged in shipping. **Merchandise must be returned new, unused condition.**

CANCELLATION, CHANGES & PERMISSIONS: Orders may not be cancelled or changed without receipt of a written cancellation or change request. Once in production, cancellation of custom products will result in loss of deposit. The customer authorizes ETI to publish custom printed cover reproductions for advertisement purposes.

SAFETY: It is the responsibility of the BUYER to employ safe methods of installation. Installers must take into account; anchoring method, surface grade, composite of surface and must be aware of both overhead and underground obstruction. Good judgment with regard to wind and weather conditions should be used to determine time of installation and take down. If weather or any other external factors become threatening, a total removal of the product is recommended and at minimum a complete evacuation.

Anchoring a tent properly requires specific site analysis which should be performed by a licensed professional engineer. Factors which take into account wind uplift calculations, stake withdrawal capacity, size, placement and the number of stakes required are necessary at a minimum. ETI has no knowledge of specific anchoring requirements for your installations and will not be responsible for any aspect of anchoring failure whether or not the anchoring system was purchased or supplied by ETI. The purchaser/installer is responsible for all aspects of assembling and properly anchoring ETI products.

SALES TAX: Sales tax will be charged to customer pickups and shipments within Florida unless a current Florida Resale Tax Exemption certificate is provided.

SHIPPING: ETI cannot guarantee a particular date for shipment or delivery of merchandise. Estimates of delivery dates are those projected by the freight or package carriers and are not guaranteed. ETI shall not be responsible for delays in deliveries due to any contingencies beyond ETI's control. Delivery means F.O.B. ETI's facility, Miami, Florida. Risk of loss of damage to and title to goods and products shall pass upon delivery to the transportation company. Upon receipt of shipment, it shall be the responsibility of Buyer to check materials and secure written acknowledgment from delivering carrier for any shortages, loss or damage. **For your protection, materials must be checked before you sign for the shipment. If there is any shortage or damages, you must require the driver to make a notation on your receipt, and then make a claim with the carrier** for the amount of the loss or damage. Should damage not be discovered until goods are unpacked, immediately report it to the carrier so that such shortage or damage can be inspected promptly, and then file a claim with the carrier along with the inspection report.

ALL CLAIMS MUST BE FILED WITH THE CARRIER, AND NOT ETI. If the Buyer does not specify a method of shipment or carrier, or if the method is not practical in the sole discretion of ETI, the company shall determine the method of shipping and carrier without liability for differences in time and/or expense.

RIGHTS TO ENGINEERING: ETI reserves the right to withhold all engineering support and data in cases where the purchaser has not kept their account current within the pre-set terms established between ETI and purchaser.