



**PURCHASE ORDER TERMS AND CONDITIONS (Domestic Product Sale)**

**1. Entire Agreement.** These Standard Terms and Conditions of Sale ("Standard Terms") apply to sales of products within the United States. These Standard Terms, together with the purchase order or sales agreement, are collectively called the "Agreement" and set forth and form the entire understanding between Education Outdoors, Inc. ("Seller"), and Buyer with respect to the products described in the purchase order or sales agreement. All prior other and collateral agreements, representations, warranties, promises and conditions relating to the goods that are the subject of this Agreement are superseded by this Agreement. No additions to or variations from these Standard Terms shall be binding unless approved in writing by an authorized representative of Seller and Buyer. In the event of any conflict between the terms appearing herein and the terms appearing in Buyer's purchase order or sales agreement, the terms appearing herein shall prevail. Buyer's right to accept any offer from Seller, or acceptance by Seller of any offer from Buyer is made expressly conditional on Buyer's assent to Seller's Standard Terms, which may be in addition to, or different from any terms contained in Buyer's purchase order or sales agreement or any other communication from Buyer to Seller. Acceptance by Buyer of any offer from Seller is also expressly limited to Seller's Standard Terms, and Seller hereby objects to and shall not be bound by any additional, different or conflicting terms, whether printed or otherwise, in Buyer's purchase order, or in any other communication from Buyer to Seller, it being understood that Seller's Standard Terms shall prevail notwithstanding any such additional, different or conflicting terms.

**2. Terms of Payment.** Unless otherwise expressly provided in Seller's proposal or acknowledgment of purchase order or sales agreement, all products are sold F.O.B. shipping point. All shipments will be made by surface freight collect or prepaid and add. Requests for premium freight must be made to Seller in writing. All risk of loss shall pass to Buyer upon Seller's delivery of the product to the F.O.B. point available for acceptance by the Buyer's carrier. Title to products shall pass to Buyer upon delivery and payment in full of the Price. Terms of payment are 30 Days Net from date of invoice. A service charge of three percent (3%) will be charged on all past due invoices. The application of payments made by Buyer will be first applied to any service charges due under this Agreement, then to the outstanding balance of any purchase price under this Agreement. Buyer will be in default of this Agreement when any outstanding balance is more than thirty (30) days past due. Buyer shall pay all costs and expenses (including attorneys' fees) incurred by Seller to collect any past due amounts for goods sold, whether or not litigation is commenced.

**3. Order Cancellations.** Unless otherwise expressly provided in Seller's proposal or acknowledgment of the purchase order or sales agreement, made-to-order and special order items are non-cancelable and non-returnable. On in-stock and shelf items, orders canceled prior to shipment will be given a full refund. In-stock and shelf items canceled after shipment may be charged for restocking costs and administrative costs and will be charged for shipping and freight costs incurred by Seller.

**4. Non-Assignment.** Neither this Agreement nor any rights or obligations hereunder shall be assigned, pledged or otherwise transferred by Buyer without the prior written consent of Seller. Any purported assignment, pledge or other transfer (by operation of law or otherwise) without the prior written consent of the Seller shall be void and of no force or effect.

**5. Delivery/Delay.** Seller's obligation to provide products, parts or equipment or to perform any services hereunder shall be suspended or excused if it is prevented or delayed in providing such products or services because of events beyond its (or its supplier's or subcontractor's) reasonable control, including without limitation: acts of God or of a public enemy, terrorist acts, sabotage, riots, strikes, lockouts, labor disturbances, landslides, fires, lightning, floods, storms, tornadoes, vandalism, earthquakes, civil disturbances, explosions, war, court orders or actions by (or failure of action by) a government or public authority, and other similar or dissimilar events. Seller is not responsible for delay in shipment or delivery due to factory delays or shipper delays. Delivery dates are not guaranteed, but are estimated on the basis of immediate receipt by Seller of all information and approvals to be furnished by Buyer and the absence of delays which are excused under this Section. Seller shall endeavor in good faith to meet estimated delivery dates. Seller shall not be liable for any losses or damages arising out of its delay or failure to ship the products on the date(s) specified.

**6. Additional Charges.** Buyer shall be responsible for the payment of all taxes, duties and other charges of any nature arising out of Buyer's purchases of products and services including, by way of illustration but not limitation, federal, state, and local sales, use, excise and value added taxes. Buyer shall indemnify

Seller against any failure to pay any such taxes or charges. Notwithstanding the foregoing, Buyer shall not be responsible for, or indemnify Seller for, any taxes on or measured by Seller's gross or net income or the value of its property.

**7. Security Interest.** With respect to each product sold to Buyer pursuant to the purchase order or sales agreement that is equipment, Buyer grants to Seller a purchase money security interest in such product to secure Buyer's performance of this Agreement. Seller shall have all of the rights and remedies of a secured party under applicable law for a Buyer default. Buyer irrevocably authorizes Seller, at any time and from time to time, until Seller has received payment in full under this Agreement, to file in any jurisdiction any initial financing statements, fixture filings and amendments thereto or other document(s) that (a) indicate that a security interest in the product has been granted to Seller or words of similar effect and (b) that contain any other information required by applicable law of the relevant jurisdiction as may be necessary or desirable to perfect Seller's security interest in such product. Buyer agrees to furnish any such information to Seller promptly upon request. Buyer also ratifies its authorization for Seller to have filed in any appropriate jurisdiction any initial financing statements or amendments thereto if filed prior to the date of delivery of the product, part or item of equipment.

**8. Product Warranties.** We will give a refund on any of our products that are returned due to poor workmanship or have any production defects. If an order is cancelled before shipment a full refund will be given. If the order is cancelled after shipment the amount credited back will be minus the shipping charges

**9. Limitation of Liabilities.** NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE MAXIMUM LIABILITY, IF ANY, OF SELLER FOR ALL DAMAGES INCLUDING, WITHOUT LIMITATION, DAMAGES FOR INJURIES TO PERSONS OR PROPERTY, WHETHER ARISING FROM SELLER'S BREACH OF THIS AGREEMENT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHER TORT, WITH RESPECT TO THE PRODUCTS IS LIMITED TO AN AMOUNT NOT TO EXCEED THE PURCHASE PRICE OF THE PRODUCT. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR OTHER SIMILAR DAMAGES OR FOR INCIDENTAL AND INDIRECT COSTS INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF USE, LOSS OF REVENUE, LOSS BY REASON OF COST OF CAPITAL, LOSS OF OPPORTUNITY OR LOSS OF GOODWILL, REGARDLESS OF WHETHER A CLAIM IS BASED ON AGREEMENT, TORT (INCLUDING NEGLIGENCE), WARRANTY OR THEORY OF STRICT LIABILITY OR OTHER LEGAL THEORY, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**10. Notices.** All notices and requests in connection with this Agreement shall be given or made upon the respective party in writing and shall be deemed given or made as of the second day (if a business day; if not, then the next business day) after it is deposited in the United States mails, first-class postage prepaid, addressed to the other party at its addresses set forth in the Agreement, or such other address as the party to receive the notice shall have previously so designated by written notice to the other.

**11. Indemnification.** Buyer shall indemnify and defend Seller from all claims, losses, damages, and costs (including reasonable attorney's fees and costs of in-house counsel based upon the prevailing market rate for comparable legal services) arising out of bodily injuries and property damage, and awards related thereto, including death, arising out of the acts or omissions, including negligence, of Buyer, its agents, employees, contractors, or any other persons directly or indirectly employed by it.

**12. Applicable Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Michigan without regard to conflicts of laws principles that would require the application of the laws of any other jurisdiction.

If any court of competent jurisdiction determines that any clause, provision, section or other portion of this Agreement, or any part thereof, is invalid or unenforceable, the remainder of this Agreement shall not thereby be affected and shall be given full effect, without regard to the invalid portions.

\_\_\_\_\_ I HAVE READ, UNDERSTAND AND AGREE TO EDUCATION OUTDOORS, INC. TERMS AND CONDITIONS.

NAME OF COMPANY \_\_\_\_\_

SIGNATURE OF OFFICER OF COMPANY \_\_\_\_\_

TITLE \_\_\_\_\_ DATE SIGNED \_\_\_\_\_

Fax to: Attn. Kathy 231.599.2965 or email to: KathyS@educationoutdoors.net