



Centaur Horse Walkers, Inc.

5761 Ridgeview Avenue

Mira Loma, Ca 91752

(909) 685-7337 • (909) 685-0341 Fax

1-800-962-8050

www.hotwalkers.com

Centaur Standard Sales Contract

This Purchase Order upon acceptance by the Seller shall be binding and may not be rescinded by the Buyer. Any deposit received herein by the Seller shall be held by the Seller as security for the completion of this contract. Upon receipt of the balance of the purchase price, the said deposit shall be applied to the purchase price herein. Should the Buyer breach or unilaterally rescind or cancel this contract, the deposit herein shall be forfeited to the Seller and applied toward the claim for damages, which shall be liquidated to be the actual contract price without the necessity of offering proof of such damages in any litigation proceeding, hearing or trial. If such breach or unilateral rescission occurs prior to shipment by the Seller of all or any part of the materials ordered, it being agreed by both the Seller and the Buyer that by reason of the nature of contract herein, it would be extremely difficult if not impossible to determine the actual damages, which would be sustained by the Seller, both agree the amount to be a minimum of 60% of the actual contract price. Time is not of the essence for any matters related to Seller's performance of this agreement and the Seller may deliver the goods at a date other than the requested delivery date. It is distinctly understood that the Buyer will not issue instructions to delay the manufacturing and/or shipment of the material. Title of equipment is not passed as to Buyer until balance is paid in full. All equipment not delivered or picked up within 1 month of purchase will automatically accrue storage charges unless otherwise noted in writing at the time of purchase. If buyer fails to accept delivery on agreed delivery date, Buyer must pay balance in full including any storage charges that have accrued and arrange for alternative shipping date.

If, because of default of Buyer, any shipment must be diverted or returned to Seller, Buyer shall pay all demurrage, transportation and other costs incurred as a result thereof. No failure of Seller to exercise any right occurring from any default of Buyer shall impair Seller's rights in case of any subsequent default of Buyer. All rights of Seller hereunder shall be cumulative. In the event that the Buyer breaches this agreement in any manner, the Seller shall have the right, and is hereby authorized, to enter upon the premises where the equipment and/or materials may then be and retake the same. Upon any such retaking of the equipment and/or materials the seller or its assigns shall have the right to resell the same, at public or private sale, for the account of the Buyer in the manner provided by law. The purchase price obtained upon such resale shall be applied first to the payment of the expenses of retaking and resale and to the payment of the purchase price remaining due under this agreement with interest. In the event that after the application of the proceeds of such a resale deficiency exists, the Buyer shall pay such deficiency. In the event of the retaking or removal of the equipment and/or materials by the Seller, the Seller shall not be liable for any damage to the premises upon which the equipment and/or materials were located, caused thereby unless such damage results from the gross negligence or willful misconduct of the Seller in making such removal. The remedy of retaking and removal herein provided shall not be exclusive and shall not preclude the Seller from recovering the balance due it under this agreement or from pursuing any other remedy it otherwise may have.

The Seller shall not be responsible for delays in deliveries due to fires, strikes, lockouts, material shortages, or other labor troubles, floods, car shortages, embargoes, transportation delays, accident at the Mill, Government Regulations including Preference, Allocations, or Priority Systems for Government and other orders or other contingencies beyond Seller's Control.

The Buyer, upon being notified that the goods are ready for shipment or pickup shall receive and accept the delivery of the goods upon such notification. If the Buyer fails to accept the delivery of the goods at the time they are scheduled by the manufacturer to be delivered or picked up, the Seller may, at its option, and without notice, treat this agreement as being materially breached in which event the Seller shall have all the remedies provided by the law for breach of contract. Any provisions of this contract to the contrary notwithstanding, and regardless of the responsibilities placed upon Buyer, title to the materials shall remain with the Seller, and physical delivery thereof shall not be made to Buyer until such time as the balance of the purchase price shall have been fully paid.

If the Buyer picks up the goods at the Seller's factory or if the Buyer elects to use a carrier of the Buyer's own choice, Seller shall not be responsible for loss or damage of goods in transit. If the seller ships the equipment, Seller



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will be responsible for damages and shortages only if reported at time of delivery and acknowledged on bill of lading.

Seller shall not be responsible to Buyer for any consequential damages arising out of related in any manner to this agreement. Buyer's remedies shall be limited to the amounts paid by the Buyer under this agreement. Delay in delivery of any shipment shall not relieve Buyer of its obligations to accept such shipment or any other shipment. Under no circumstances shall Seller be liable to Buyer or any other person for any special, incidental, or consequential damages, including without limitations damages based on lost goodwill, lost sales or profits, work stoppage, product failure, impairment of other goods, or otherwise and whether arising out to breach of warranty, breach of contract, negligence or otherwise.

It shall be the Buyer's responsibility to investigate and ascertain the applicable zoning and building codes in the area or territory in which the equipment is to be installed in order to satisfy himself that the equipment conforms to all applicable zoning bylaws, rules, regulations, ordinances, and building codes in said area. In the event that the Buyer fails to comply with such zoning bylaws, rules, regulations, ordinances, and building codes in the said area in installing the equipment the Seller shall not be liable for any damages or losses, of any nature or kind, whether direct or indirect, sustained by such failure. Buyer is responsible for ordering and installing the equipment that when complete, complies with state and local building codes and zoning, and which will be sufficient to withstand local environmental conditions and manufacturer shall be held harmless against Buyer's failure to do so.

Seller warrants that for a period of one (1) year after the date of delivery it will re-supply any and all component parts of the steel equipment sold that prove to be defective in respect to the materials and/or workmanship. The warranty is expressly limited to furnishing (but not dismantling or installing) necessary replacement parts, does not cover or include any consequential damages and does not cover defects or damage caused by acts of God, falling objects, or other accidents or casualties, aggressive atmosphere conditions (including, but not limited to, salt water atmosphere, fallout or exposure to corrosive chemicals, fumes, ash, animal waste, excessive wind and excessive snow loading or the like), improper installation, neglect, negligence abuse or willful damage by Purchaser. Any defect or damage covered by this warranty must be reported to Seller within 30 days after discovery or this warranty shall be void. It is expressly understood and agreed that any warranty, expressed or implied, shall extend only to structural defects in the material, whether galvanized or galvalume, and any component parts appurtenant to the equipment. **THIS WARRANTY IS GIVEN EXPRESSLY AND IN PLACE OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

Any taxes which the Seller may be required to pay, collect, under existing or future laws of the state of California or any competent authority upon or with respect to the sale, purchase, delivery, storage, processing, use, consumption, or transportation of any of the materials covered hereby shall be to the account of the Buyer, who shall promptly pay the amount thereof to the Seller upon demand regardless of whether the contract is considered to be interstate or intrastate commerce.

Any dispute about quality, condition or workmanship of the goods or otherwise in connection with the terms of this Agreement, shall not entitle the Buyer to reject the goods. In the case of any dispute the Buyer shall take delivery of the goods, pay for the same, and make a claim under the Seller's warranty.

Working Diameter is approximate intended to identify size sold by Seller. No warranty or representation is given by Seller as to exact dimensions of the working diameter, as the same will vary depending upon placement of concrete base.

Seller shall not be responsible for spotting, switching, demurrage or other transportation charges unless agreed to in writing.



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Upon acceptance hereof, this order and such acceptance shall be deemed to be a contract embodying all oral and written understandings and agreements between the Buyer and the Seller relative to this sale. The Seller shall not be bound by any condition, definition, representation or warranty other than as expressly set forth herein or incorporated herein by express applicable state legislature. The contract shall be interpreted in accordance with the laws of the state of California and presumed to have been consummated in California, inasmuch as it has been therein above agreed that delivery hereunder is at the office of the Seller's place of business in California. "Any dispute arising from or related to shall be resolved in Riverside County, California, by an arbitrator in Riverside County, California as the parties by agreement may select. All arbitration fees and/or deposits required to initiate and/or commence any arbitrations shall be paid by one party filing or initiating the arbitration. Proceedings shall be conducted in accordance with the appropriate Rules of Civil Procedure and Evidence except as modified by agreement of the parties and order of the arbiter. Any award shall be accompanied by findings of fact and conclusions of law and may be enforced through entry of judgment or issuance of execution in any court having statutory jurisdiction."

Seller and Buyer hereby agree that Seller shall have no responsibility whatsoever for the installation of the equipment which is the subject of this agreement, and that Seller shall be under no liability whatsoever to Buyer for any loss or damage sustained by Buyer as a result of or in connection with the installation of the said equipment. Buyer hereby releases and indemnities Seller from all claims, damages, expenses, and liabilities of every kind and nature arising out of the installation of the subject equipment, whether such installation is done by Buyer or third party.

It is the sole responsibility of the Buyer to ensure that soil and subsoil conditions at the site locations are of sufficient density to support and sustain pressures and forces exerted thereon by the foundation, the equipment purchased and the animals exercising thereon.

The Buyer or installer of the equipment to be constructed must follow and comply with the specifications and instructions contained in the foundation manual supplied to the Buyer. It shall be the Buyer's responsibility to properly anchor the equipment.

The Buyer or installer of the equipment to be constructed must follow and comply with the specifications and instructions contained in the installation manual supplied to the Buyer.

Buyer understands that no agent, employee or representative of Seller has authority to bind Seller to any affirmation, representation or warranty concerning the goods sold hereunder or the equipment to be installed therefrom, which is not set forth herein, and Buyer further understands and agrees that any such affirmation of fact or representation which is not set forth being herein shall not constitute a warranty.

The Buyer agrees to pay to the Seller, in addition to all other sums required to be paid by the Buyer, all legal and other expenses incurred by the Seller in collecting any moneys due from the Buyer to the Seller under the terms and provisions of this agreement, and all legal and other expenses incurred by or on behalf of the Seller in any other dispute relating to this agreement.

If any provisions of this agreement or any part hereof is invalid, unlawful or incapable of being enforced by reason of any rule of law or public policy, all conditions and provisions of this agreement which can be given effect without such invalid, unlawful or unenforceable provision shall, nevertheless, remain in full force and effect.

The remedies provided in this agreement for breach thereof by the Buyer or Seller shall constitute the exclusive remedies available to the aggrieved party and all other remedies which might otherwise be available under the law of any jurisdiction are hereby waived by both Seller and Buyer.