

**PLEASE READ THIS DOCUMENT CAREFULLY – IT AFFECTS YOUR LEGAL RIGHTS**

This document contains the terms and conditions upon which VitaFloor USA, Inc. (“Reseller”) sells VitaFloor® vibrating floor products , Q-line® horse exercisers, Q-line® treadmills, Q-line® Safety Wall, Q-line® horse solariums and Q-Line® arena irrigation products (each, a “Product,” collectively, “Products”) manufactured by Q-Line Equestrian B.V. (“QEBV”) to end users (each, a “Customer,” collectively, “Customers”).

Terms of Sale: Purchase of any Product sold by Reseller to a Customer shall be subject to and expressly limited by the terms and conditions herein. No changes to, waiver of, or addition to any of these terms and conditions shall be effective unless agreed to in writing and signed by Reseller. Customer acknowledges and agrees that these terms and conditions supersede the terms and conditions of any purchase order or other documentation used by Customer and, except for delivery and billing addresses, and quantities, prices and items ordered, any conflicting or additional terms are void and have no effect; provided, however, that Customer may place orders by use of purchase orders and other documentation for Customer’s convenience only. Notwithstanding the foregoing, Reseller reserves the right to amend these terms and conditions at any time, and Customer shall be deemed to accept such amended terms and conditions by ordering a Product after the date of such amendment.

Prices: To be valid, all pricing quotes must be documented in writing and signed by Reseller. All prices are firm for 30 days from the date quoted. Reseller reserves the right to change the prices and specifications of any Product at any time without notice to Customer. Prices do not include charges for shipping and handling.

Taxes: Customer shall be solely responsible for payment of any state and/or local sales tax that may apply to Customer’s order. All Products shipped to California shall be subject to a 7.75% sales tax. For all Products shipped outside the United States, Customer agrees to be solely responsible for payment of any and all applicable taxes, customs duties and fees.

Payment: Customer may pay for all Products in full via cashier’s check or wire transfer prior to shipment. If payment in full does not accompany an order, such order will not be fulfilled by Reseller until Reseller receives payment in full for such order. Any order placed by Customer, but not paid in full within 30 days of receipt by Reseller may be cancelled by Reseller at Reseller’s discretion.

Title and Delivery. Unless otherwise provided in Reseller’s quote to Customer, all shipments by Reseller are F.O.B. Reseller’s facility in Aromas, California. Title and risk of loss of or damage to Products will pass to Customer upon delivery to the carrier at

Agreed:



Reseller's facility. Reseller's delivery dates are estimates only. Reseller will use commercially reasonable efforts to deliver in accordance with the delivery dates, but may change those dates as it deems necessary or convenient. In Reseller's sole discretion, Reseller may reduce quantities to be delivered, delay shipments, or allocate among Customers. Reseller will not be liable for failure to deliver by the estimated dates. Customer may not cancel, delay, or reschedule any order placed with Reseller unless Reseller consents in writing to such cancellation, delay or rescheduling.

Warranty: Reseller warrants Customer that all products sold are free from defects in material and workmanship for a period of 24 months from the date of purchase of the Customer ("Warranty Period"). Reseller will replace any components within the Warranty Period free of charge, which are defective in material or workmanship. This warranty does not apply to any product which has been subjected to misuse, abuse, negligence of accident by the Customer or third parties.

Product Returns. In the event that a Customer wishes to return a Product, the Customer must first contact Reseller by telephone and explain the reason(s) for return. Reseller may then, in its sole discretion, issue a written return authorization to Customer. Reseller is not obligated to accept the return of any Product without having first issued a written return authorization for the specific Product being returned. Any unauthorized Product returns received by Reseller will be disposed of by Reseller with no credit issued to the returning Customer. All authorized Product returns must be shipped freight prepaid to the location specified on the return authorization. For all authorized returns, Reseller will issue credit (no refunds) at the net purchase price paid by Customer provided that: Customer has obtained prior written authorization for all returned Products; all returned Products are in their original packaging and include all original documentation; and Customer has paid Reseller in full for all returned Products. Products damaged due to any of the following reasons are ineligible for return: (a) post-purchase wear and tear; (b) use deviating from the user manual provided with the Products; (c) failure to properly maintain the Products; (d) defective maintenance of the Products; and (e) installation, assembly, modification or repair by Customer or third parties. Products specially made to Customers' specifications are also ineligible for return. Issuance of credit for returned Products is conditioned upon Reseller's inspection and approval of Products upon their return. If Reseller determines, in its sole discretion, that any returned Products are not eligible for return due to any of the foregoing reasons for ineligibility, Customer will not receive a credit for the return, notwithstanding Reseller's issuance of a written return authorization.

Notices. All notices pursuant to these terms and conditions must be in writing. For the purposes of these terms and conditions, fax notice is acceptable. Email notice is only effective if the receiving party confirms receipt. All notices pursuant to these terms and conditions must be delivered via a method that provides for proof of delivery.

Agreed:



All notices must be delivered to Reseller at the following address:

148B Dunbarton Rd
Aromas, CA 95004
Telephone: 831-319-2704
Fax: 831-726-7012
Email: holm@vitafloor.com

All notices must be delivered to Customer at the address provided in the purchase order or order form provided by Customer to Reseller. If Customer does not provide Reseller with notice of changes in Customer's contact information, a notice delivered to the last contact information given by Customer to Reseller shall be considered proper notice provided that the other conditions of this section have been met.

Successors. The provisions of this Agreement shall extend to and be binding upon the parties and their respective legal representatives, heirs, successors and assigns.

No Waiver. No action or inaction by Reseller shall be construed as a waiver of any of the terms and conditions of this Agreement.

Governing Law and Venue. This Agreement shall be governed by the laws of California. The parties hereby agree that any legal action under the Agreement must be brought in Monterey County, California.

Attorneys' Fees and Other Expenses. In any legal actions brought in connection with these terms and conditions, the prevailing party will be entitled to prompt payment of expenses from the other party(ies) following final adjudication in favor of the prevailing party. For the purposes of this section, "expenses" shall including the following costs actually incurred by the prevailing party: attorneys' fees, retainers, court costs, transcript costs, fees of experts, witness fees, travel expenses, duplicating costs, printing and binding costs, telephone charges, postage, delivery service fees and all other disbursements.

Severability. If any provision of these terms and conditions or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of these terms and conditions which can be given effect without the invalid provision or application. In lieu thereof, there shall be added a provision as similar in terms to such illegal, invalid and unenforceable provision as may be possible and be legal, valid and enforceable.

Agreed: