

SPORTHILL ENTERPRISES, INC.

Terms and Conditions of Sale

We appreciate your business and value you as a Sporthill customer. We are sure you will be delighted with the look and quality construction of Acres Farm Club Fenders. In order to insure your satisfaction, each fender is inspected multiple times throughout the construction process and then subject to a final detailed inspection prior to shipment. We want you to be pleased with your purchase. The following information is provided to clarify our policies. Please take a few moments to review our terms and conditions. Your purchase of products from us constitutes your agreement to follow these terms and conditions and be bound by them. Receipt of our acknowledgement indicates acceptance of your order.

Payment and Deposit Requirements

A deposit of 50% of the purchase price is required at the time you place your order. Full and final payment (including sufficient time for personal checks to clear) is required 1 week (7 days) prior to dispatch from the workshop. All prices quoted are F.O.B. east coast USA. Prices are subject to change without notice.

Sales Tax

All Virginia sales are subject to Virginia's sales tax (currently 5%). All taxes, including sales and use taxes, on out of state transactions are the sole responsibility of the customer. Customer shall hold harmless and indemnify Sporthill, Inc. for all such tax liability imposed by states outside Virginia.

Changing or Cancelling Your Order

Because project design and production begins shortly after your order is placed, please be aware of the following before placing your order. If you wish for any reason to change or cancel your order, you must notify Sporthill, Inc. within 7 days of the original order date. If Sporthill, Inc. is given notice of a cancellation within 7 days of the original order date, a refund will be issued in the same tender as your deposit payment. However, if your order has been started by Acres Farm all material and labor expenses (at current shop hourly rate) would be deducted from the deposit payment. Any alteration or change can only be made by written approval from Sporthill, Inc.

Acres Farm Warranty

All Acres Farm Club Fenders are warranted against manufacturer's defects. We will promptly repair or replace, at our option, any items that are defective. Our warranty is non-transferable. Any damage upon delivery must be noted on the delivery receipt. Damage not noted on delivery receipt will be determined to be customer damage, and not warranted. Visible defects or variance to order details must be brought to our attention within 7 days of delivery. Issues not presented within 7 days of delivery will be considered acceptable and will not be warranted.

Measure To Ensure Fit

You are responsible to ensure that your new Acres Farm Club Fender will fit the desired fireplace, as well as through doorways, stairways, elevators, and hallways.

Natural Materials Have Unique Characteristics

The beauty of high-quality leather is that each piece is naturally one-of-a-kind. Natural markings such as scars, brands and other imperfections are not flaws but part of the unique character of each piece. Color and grain texture will naturally vary between items and within an individual piece. The nature of Acres Farm Fenders handcrafted work is that slight variations can occur in metal size, shape and finish. Designs may be subject to minor changes without notice.

Production and Delivery Schedule

Acres Farm Fenders are custom designed for your individual fireplace. An Acres Farm Club Fender typically requires approximately 12-16 weeks to be manufactured and shipped to your destination. The actual time frame will depend on the item purchased. An Acres Farm associate may provide you an estimated delivery date but no time frame for completion can be guaranteed. Delivery dates commence from the date deposits are received, and are contingent on strikes, fires, accidents and other cases beyond our control. Significant delays may occur due to customs delays. Custom delays may occur once the container ship has arrived in port and the Department of Homeland Security initiates a random inspection of the container. Acres Farm Club Fenders are manufactured to your exact specifications. Due to the unique character of custom order pieces, CANCELLATIONS ARE NOT PERMITTED.

Returns

Acres Farm Club Fenders are manufactured to your exact specifications. Due to the unique character of custom order pieces, ALL SALES ARE FINAL. If you are not completely satisfied with your purchase, you must notify Sporthill Inc. within 7 days of receipt of your fender. We will do everything possible and within reason to help resolve the problem.

Damages in Transit

All items will have been carefully inspected, securely packed and turned over to the carrier in good condition. You must examine the shipment **before** accepting the goods from the carrier. Apparent loss or damage must be noted on the "**Freight Bill**" at the time of delivery. If concealed damage is discovered upon unpacking, a claim must be entered with the carrier within **3 days**. **Note:** Please keep all crate and packing materials to substantiate your claim. If your fender arrives damaged in any way, speak directly with the driver delivering the fender regarding the best way to file a claim, as they would be directly responsible. Sporthill Inc. will do everything possible to help expedite any damage claims and repairs with the shipper.

Storage & Late Balance Due

Once a club fender is ready to ship, the buyer will be notified accordingly. If the final balance has not been received within 30 days of being notified the fender is ready to ship, storage charges will accrue at a rate of \$5.00 per day/per piece. Items will be stored at client's own risk. After 30 days, past due balance invoices shall accrue 1.5% monthly interest (18% per annum). After 30 days from notification of completion, if customer is unable to or unwilling to accept shipment of item, Sporthill will have the option to pursue whatever actions deemed necessary to remedy the situation and be compensated for any outstanding balances and storage charges. Any disputes shall be resolved in Virginia State Courts having jurisdiction in Fauquier County, VA. Both parties consent to exclusive jurisdiction in that county. If Sporthill, Inc. has to commence any proceedings to enforce the terms thereof; you shall pay all reasonable attorney's fees in addition to court costs. The title to the merchandise shall remain with Sporthill, Inc. until the entire amount due has been paid in full.