



PoleCare Inc.
“Terms of Sale”
Effective - July 1, 2017

1. General Provisions. The terms and conditions apply to all sales of goods from PoleCare Inc. to a Customer. Deviations from and/or additions to these terms and conditions will be valid only if they are in a written agreement signed by an officer or his designee of PoleCare Inc, and the customer. Except for terms that are expressly stated to be covered by Purchase Orders, PoleCare Inc. expressly rejects the terms and conditions on Customer’s Purchase Order or other terms and conditions proposed by Customer. At no time, will a Sales representative (s) have the authority to legally bind PoleCare Inc. or vary these terms and conditions.

2. Customer Order and Delivery. PoleCare Inc. will be deemed to have accepted an order for products by a customer only if: (i) PoleCare Inc. expressly accepts the order in a written form (i.e. Customer Purchase Order) made by a customer representative; or (ii) PoleCare Inc. has made delivery under the order, but PoleCare Inc.’ acceptance will be only to the extent of the delivery made. Customer will pay all handling and shipping costs from PoleCare Inc’s designated warehouse. PoleCare Inc. will use commercially reasonable efforts to meet delivery and other dates to which it has agreed in writing. PoleCare Inc. will do everything in its power to ensure delivery commitments are met. However, certain Acts of God, and/or other unplanned events outside the control of PoleCare Inc. may preclude the scheduled delivery of a product. The mere fact that an agreed delivery or other date was not met will not cause PoleCare Inc. to be in default.

3. Title and Risk of Loss. The risk of loss, theft or damage to the products will pass to Customer at the time of shipment from PoleCare Inc. warehouse. All products will become Customer’s property at the time of shipment from the warehouse.

4. Price and Payment. All prices will be exclusive of tax. Unless different terms are contained on Customer’s Purchase Order and agreed to by PoleCare Inc. The Customer will pay all amounts due within 30 days after the date of invoice. If the Customer does not pay the amounts owed in a timely manner, Customer will owe 1.5% interest on all outstanding sums for each 30-day period that the payment is overdue. Customer will pay for all in-court and out-of-court expenses of collecting past due amounts, including expenses charged by external experts in addition to the costs determined at law.

5. Warranty. PoleCare Inc. does not provide a warranty to any of the products. Some of the products may be covered by a warranty of the manufacturer of the product. PoleCare Inc. disclaims any and all other warranties, whether implied or statutory including any warranty of merchantability or fitness for a particular purpose. PoleCare Inc.’ liability and obligations are further limited by Section 7.

6. Lost or Short Shipments

If an incomplete shipment is received, we will gladly send a tracking # to locate the lost parcel.

7. Return of Goods. PoleCare Inc. will not accept return of any products unless: (i) PoleCare Inc. representative gives prior written authorization; (ii) Customer pays all costs of shipping and handling to a destination authorized by PoleCare Inc.; and (iii) Customer pays a restocking fee equal to 10% of the total price for the products.

8. PoleCare Inc.' Indemnity and Limitation of Liability. PoleCare Inc.' total liability to Customer and any third party for the failure of the products to be as warranted by the manufacturer will be limited to Customer's direct damages up to a maximum amount of the price of the products actually paid to PoleCare Inc. by a Customer that relates directly to the breach. PoleCare Inc. will not be liable for any consequential damages, consequential loss, lost profits, lost savings, loss of goodwill, or any other indirect damages even if PoleCare Inc. was made aware of the possibility of such damages. Customer must make all claims for liability under this Section 7 promptly and in writing in a timely manner, which is intended to allow PoleCare Inc. an opportunity to mitigate and reduce the damage suffered, but in no event more than 1 year after any loss is discovered.

9. Applicable Law and Disputes. These terms and conditions are governed by and construed in accordance with the laws of Colorado, without giving effect to any choice of law provisions that may direct the application of the laws of another jurisdiction. The sole jurisdiction and venue for any dispute relating to the sale of the products will be the state courts of Larimer County, Colorado and Customer and PoleCare Inc. each grants those courts personal jurisdiction.

10. Miscellaneous. These terms and conditions may be executed in counterparts and a fax or .pdf copy of a signature will have the same legal effect as an original signature. If litigation or other adversarial action is commenced between the parties, the Prevailing Party in that action shall be awarded from the non-prevailing party all reasonable attorney fees and costs. "Prevailing Party" shall include without limitation a party who dismisses an action in exchange for sums allegedly due; the party who receives performance from the other party for an alleged breach of contract or a desired remedy where the performance is substantially equal to the relief sought in an action; or the party determined to be the prevailing party by a court of law.