

TERMS AND CONDITIONS

The words "we," "our" and "us" mean Bison Made, LLC, an Arizona limited liability company; the words "you" and "your" mean the prospective purchaser who submits an Order (as defined below); and the word "Goods" means the particular products we offer then agree to sell to you.

1. Orders.

You have been invited to order from us Goods specified in your order request ("Order"). All Orders are offers, subject to our acceptance by written acknowledgement or fulfillment of your Order. Our acceptance is expressly subject to these Standard Retail Terms and Conditions ("Standard Terms") controlling exclusively, notwithstanding the presence of any additional, different, or conflicting terms or conditions submitted or the absence of any reference to these Standard Terms. All Orders are subject to our then current order policies, which may change without notice. All Orders are final.

2. Pricing; Payment.

Prices in our quotation to you may have changed or change prior to acceptance and acknowledgment by us of your Order. All prices for Goods are: (i) FOB, shipping point; (ii) exclusive of applicable taxes (including sales and use taxes), excises, duties and import fees, all of which you shall pay or reimburse to us; and (iii) exclusive of freight and delivery charges, insurance and handling fees, all of which you shall be responsible for and agree to pay. Payment for purchased Goods shall be charged when Goods are shipped. Payment shall be made using only approved credit cards per our company policies, unless otherwise agreed by us. No notification will be provided prior to shipment and charge. Once credit card information is given to us, we may retain that information on file to use to fill backorders or future orders without prior notification if other payment information has not been provided by you. All changes in type of payment shall be provided to us before shipment.

3. Delivery.

Goods will be shipped to you when they are available for shipment (i.e., there is no firm or fixed shipping date). We may make partial shipments of your order where needed. You may contact us for a projected ship date. Our default shipment method is USPS. Expedited shipment or other special shipping instruction may be requested, and we will make a good faith effort to honor the same where feasible. We shall not be responsible, and shall not have any liability whatsoever, for any delay in delivering any Goods whether due to any condition or circumstance reasonably beyond our control or otherwise, including, without limitation, acts of God, explosions, reasonable unavailability of Goods or materials therefor, strikes or other labor difficulties, failure of public utilities, materials or labor shortages, unavailability or limited availability of transportation to us, or requirements of any governmental authority, and any delivery shall be extended for the length of the delay caused by such events. We will make reasonable attempts to keep you informed with regard to any material delays with your Order. All risk of loss and damage to Goods purchased by you shall pass to you upon delivery to the carrier at the FOB point of shipping. Claims for Goods lost or damaged during shipment shall be filed by you directly with the carrier. Please inspect all Goods immediately upon delivery.

4. Warranties.

We warrant that your Goods will be free from material defect in material, components and fabrication when delivered to you. Any defective or non-conforming Goods sent to you shall be immediately returned to us and, at your option, either full refund will be provided or the defective Goods will be repaired or replaced or conforming goods will be shipped pursuant to then-current company policy. In any event, defective or non-conforming Goods must be returned to us no later than thirty (15) days after delivery to you. The foregoing shall be your SOLE AND EXCLUSIVE REMEDY pertaining to defective or nonconforming Goods. EXCEPT AS SET FORTH IN THE FIRST SENTENCE OF THIS PARAGRAPH, WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, RESPECTING THE GOODS. WE SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY AND ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. If a customer who purchased a Bison product from you has a warranty issue, please direct them to the manufacture.

5. Returns and Exchanges.

Except in cases where a return or exchange is not available to you (due to, for example, closeouts, sales, special discounts or promotions, or where otherwise stated, materials otherwise unavailable) any retail Goods purchased which you do not wish to keep may be returned to us, subject to the terms hereof. All such unwanted Goods must be returned in completely original condition and may not be used and must still be tagged with original tags and boxes. All such unwanted Goods must be returned to us no later than thirty (15) days after delivery to you. If we receive such unwanted Goods within such thirty (30) days, you may exchange such Goods for other item(s) of equal value to the original purchase price of the returned Goods or receive a refund of the full purchase price (via credit card), exclusive of all freight and delivery charges, insurance and

handling fees, applicable taxes (including sales and use taxes), excises, duties and import fees, all of which you shall pay or reimburse to us.

6. Bison Intellectual Property.

The "Bison" name and related names, logos, patterns and designs and other intellectual property related to our Goods, are the property (or the exclusively licensed property) of Bison Made, LLC. With your Order, you acknowledge the forgoing and agree not to use such intellectual property in any way.

7. Sales Restrictions; Online Sales.

You are prohibited from reselling Goods in any manner. Selling at internet auction sites or through any means yourself or knowingly through others is strictly prohibited.

8. Default.

In the event either of us breach these Standard Terms or otherwise fail to perform our obligations as the buyer or seller pursuant to an accepted offer ("Default"), your sole and exclusive remedy shall be to return to us Goods as described above. In any event, however, WE SHALL NOT BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR SIMILAR DAMAGES. FURTHER, IN NO EVENT SHALL OUR AGGREGATE LIABILITY TO YOU ARISING OUT OF, RELATED TO OR IN CONNECTION WITH THE SALE OF GOODS TO YOU EXCEED THE PURCHASE PRICE PAID TO US BY YOU FOR THOSE GOODS. In the case of default by you, in addition to rights and remedies available to us under applicable law or in equity, or as otherwise provided herein, we may withhold Orders or parts thereof pending cure of any such default.

9. Indemnification.

You agree to save, indemnify and hold us harmless from and against any claim, demand, expense, cost or liability (collectively, a Claim) arising from or related in any way to your purchase, possession or use of the Goods or your compliance herewith, unless such Claim results from our willful or negligent acts.

10. Waiver/Severability.

Failure to insist upon strict compliance of these or other company terms shall not be deemed a waiver of any of these Standard Terms or other company policy, nor shall any waiver or relinquishment of any right or power at any one or more times be deemed a waiver or relinquishment of such right or power at any other time. In case any one or more of these Standard Terms shall be invalid or unenforceable in any respect, the validity or enforceability of the remaining Standard Terms shall not in any way be affected or impaired.

11. Governing Law.

The laws of the State of Arizona shall govern the sale of the Goods to you by us in all aspects, without regard to principles of conflicts of law. BY YOUR SUBMISSION OF AN ORDER, YOU SUBMIT TO PERSONAL JURISDICTION IN MARICOPA COUNTY, ARIZONA AND WAIVE THE RIGHT TO A TRIAL BY JURY. Venue for any action between us related to an Order shall be Maricopa County, Arizona.

12. Modification/Entire Agreement.

No modification, amendment, extension or alleged waiver of these Standard Terms or any provision hereof will be binding on you or us unless in writing and signed by the party to be bound. The provisions of these Standard Terms shall be binding upon and shall inure to the benefit of you and us and the successors and assigns of both you and us. ANY AND ALL REPRESENTATIONS, PROMISES OR STATEMENTS MADE OR GIVEN TO YOU THAT DIFFER IN ANY WAY FROM THESE STANDARD TERMS SHALL NOT BE BINDING OR HAVE ANY FORCE OR EFFECT.