

All Seasons

TENT SALES

Terms and Conditions of Sale

All Seasons Tent Sales ("All Seasons"), sells to the customer named below ("Buyer"), and Buyer purchases from All Seasons, ("Tents") described in the order referenced below at and for the purchase price ("Purchase Price") set forth on such order and upon the terms and conditions below (the "Agreement").

Limited Warranty

New tents are warranted against defects. This tent warranty is for 12 months from the date of this Agreement. Defects are limited to any defect that is a result of the manufacturing process. Excluded as well, are holes including "pin" holes, punctures or other damages which can be caused during the normal installation of a tent, whenever proper procedures are not followed. WARNING: Vinyl tent fabric has a type of plastic surface that can be scraped off by rough surfaces such as a concrete pad, rocks, asphalt, and other hard surfaces. Avoid pinching or dragging across rough surfaces. This could cause the outer membrane to come off allowing light to come through. It does not mean there is a hole. Additionally, and specifically, rope burns caused by pulling the center pole rope out from under the tent while the tent is still rolled up in a roll will not be covered under this warranty. For further details on the issue of proper installation procedures, please review the instructional document that is sent with your tent. This tent warranty does not cover any damage done to tents as a result of normal wear and tear, storm damage, holes, punctures or other damages that can be caused during the normal installation of a tent, whenever proper procedures are not followed. For further details on the issue of proper installation procedures, please review the instructional document that is sent with your tent. Warranty is for materials only, and your sole and exclusive remedy and All Seasons' sole obligation is that we will fix or replace the defective part after our inspection of the product. Warranty does not include external labor that you may incur.

NOTE: CLEAR type material does not have a warranty because the material does not have the necessary composition to resist becoming brittle. As a result it can crack more easily in colder conditions resulting in reduce performance and great hazard to occupants within the structure.

Fabric Sidewalls are warranted against defects for 14 days after receipt. Please inspect thoroughly. They are NOT warranted against wind whip, sustained or wind gusts, or cracking due to cold temperatures. In strong winds, sidewalls should be taken down.

Used / Refurbished Tents

Tents that were manufactured less than 1 year will have a 3 month tent warranty against manufacturing defects only. Tents older than 1 year are as is, where is, with all faults. Payable in full before shipping. All sales final. No Refunds. Used / Refurbished tents will have pinholes, patches, & repairs.

This warranty does not cover any Tent defect that is attributable, in whole or in part, to (i) any factor, condition or circumstances (including but not limited to improper maintenance, improper usage by you or your failure to follow the included instructions) other than defective workmanship or materials, or (ii) designs or specifications furnished by you to All Seasons including any Custom Orders.

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Return Policy

All purchases are final. All Seasons does not have a buy back or refund program. Exchanges can only be made in the event of factory defect or damage occurring during shipping. If any part of your tent is defective or damaged during shipping, the item will need to be shipped back to All Seasons and the item will be replaced, or repaired, and returned back to you. Any shipment returned to All Seasons for reasons other than replacement or repair will be refused. Returns for repair or replacement must be shipped back to All Seasons with 5 days of the date of original delivery. If All Seasons determines that your return is a qualifying warranty claim, All Seasons will reimburse you for your reasonable shipping costs, otherwise you are responsible for all shipping costs.

Custom Order Policy

All Seasons is happy to produce custom orders for its customers. A Custom Order is defined as any size not listed on our web site or any color combination which requires us to special order materials. Custom orders must be paid for in advance prior to any purchase of materials needed for said custom order. All purchases are final on custom orders and no refunds will be given on any custom order. The Cancellation Policy does not pertain to or apply to custom orders.

Cancellation Policy

All purchases which are canceled prior to being shipped, will incur a restocking fee. The restocking fee is 25% of the purchase price if cancelled within 30 days of the date of your order. If cancelled more than 30 days from the date of your order then a 50% restocking fee will apply.

Required Permits

All Seasons has no knowledge of applicable city or county building or tent permits in your area. It is the buyer's sole responsibility to investigate applicable permit requirements in their area prior to purchasing their tent.

Shipping Liability

Once the freight carrier has picked up a shipment, All Seasons has no control over the timely delivery of the shipment or damages that may occur. All Seasons cannot guarantee that a shipment will be delivered on time as promised by the freight carrier. If your shipment is damaged, please do not sign the shipping papers as being "received in good order". Make a note of the damage on the bill of lading, which the truck driver asks you to sign. Also have the driver sign the bill of lading and acknowledge the damage. This will assist you when you file your claim for damage. We will do all we can to assist you if your shipment is damaged. However, if you do not make a note of the damage on the bill of lading, it is very difficult to file a claim for damages. You must notify All Seasons within 7 days of the damage. All Seasons has several processing procedures to make sure your shipment is sent complete. If you feel something has not been delivered on your order, you must notify All Seasons within 7 days. All Seasons cannot be held liable for missing equipment past the 7 day period.

Leakage

All Seasons tents are made to be water tight. However, a tent by nature does allow some leakage. The sidewalls are removable by design. This tends to allow water to enter where the walls are connected to tent during windy conditions. Also, sectional, or expandable type tents are designed with a line which connects the sections together and this is a potential for leakage based on installation and/or weather conditions.

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Payment

A 25% non-refundable deposit is due at the time that the order is placed (unless with preapproved credit). A higher deposit maybe required for specialty items. Once we receive the deposit, then the order will be changed from a quote status into a sale. At this time we can schedule your tent for production or shipping and provide a timeframe. Payment must be paid in full and certified 48 hours before order is shipped, unless with preapproved credit, or your order will be delayed. Net 30 past due invoices will be subject to collection costs, including, but not limited to, attorney's fees and court costs. Interest at one and one-half percent (1.5%) per month will be added on past due accounts. The Purchase Price is exclusive of all sales, use and like taxes.

You grant to All Seasons a security interest in the Tents and proceeds thereof and accessions thereto, and title to the Tents shall remain in All Seasons, until all payments due hereunder have been made by you, at which time title shall pass to you. Such security interest shall remain in effect as to the Tents until you pay all amounts due to All Seasons, and fulfill all obligations, under this Agreement. The Tents as a whole, and each separate component of the Tents, will remain personal property at all times even if attached to real property. You will execute and deliver to All Seasons such further instruments as may be necessary to perfect (on a "first priority" basis) the security interest. At your request, All Seasons will promptly release this security interest and provide to you any necessary termination statement upon final payment and performance of all your obligations under this Agreement.

DISCLAIMERS, WAIVERS AND INDEMNITY:

This Agreement will be governed by and construed according to the laws of the State of Kansas. The parties expressly consent to exclusive jurisdiction and venue in the state and federal courts located in Wyandotte County, Kansas for any lawsuit arising from or related to this Agreement.

The Tents are not intended to be used as a shelter from severe weather. All Seasons assumes no liability for such use. An evacuation plan for the area covered within the tented space is imperative and shall be thoroughly posted for all users and potential occupants of the tent. Severe weather including storm systems, moderate to severe wind, heavy rains, snow, or any condition that raises any doubt to the structural integrity of the tent is an immediate signal that an evacuation is necessary. Severe bodily injury and/or death can occur.

It is imperative for you to establish a Tent Safety and Evacuation Plan because you and your installer are liable for personal harm or death and/or property damage.

Buyer will defend, indemnify and hold harmless All Seasons and its officers, directors, agents, and representatives (collectively the "Indemnified Parties") from and against any and all damages, losses, liabilities, judgments, awards, costs, and expenses of any nature whatsoever, including reasonable attorneys' fees and court costs, incurred by any Indemnified Party arising out of or relating to: (i) installation or use of the Tents; (ii) any loss or damage to real property or tangible personal property, or any bodily injury, including death, to the extent caused by the Tents or the acts or omissions of Buyer; and (iii) failure to obtain or maintain any permits, licenses or other legal requirements.

Except for the above Limited Warranty for new Tents only, all Tents are provided "AS IS" without warranty. Tents are deemed accepted upon receipt by Buyer. Buyer agrees that they have read and agree to be bound by this Agreement. Buyer has had the opportunity to contact All Seasons, to ask any questions regarding this Item prior to purchase. Buyer waives all liability of All Seasons, except liability arising from All Seasons' own willful misconduct, and claims against All Seasons, except claims arising from All Seasons' own gross negligence or willful misconduct, for

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damages, losses, costs, injuries, penalties, expenses, attorney's fees and liabilities of whatever nature, whether in tort, contract, warranty or strict liability, including without limitation those resulting from injuries or deaths of persons and damages to property resulting from, or arising out of or in connection with the use, condition, transportation, service, possession, rental or sale of this item, loss or liability resulting from negligence other than All Seasons, breach of warranty, parts, labor, delay or business interruption by Buyer or third parties, delivery delays, work stoppages, failure to warn, operational deficiencies or failures, breakdowns, strikes, acts of God, or other cause (whether such causes are avoidable or not) caused in whole or in part, directly or indirectly by Buyer, manufacturer, third parties, or their respective employees, representatives, or agents. Under no circumstances is All Seasons responsible for special, punitive, indirect, incidental or consequential damages, even if Buyer has been advised of their possible existence. Further, in the event of return of the Tents, All Seasons will not be liable for any damages to Buyer's premises caused by removal of the Tents nor will All Seasons be obligated in any way to restore the same. In no event will All Seasons' liability hereunder exceed the amount paid for the applicable Tents.. EXCEPT FOR THE LIMITED WARRANTY ABOVE AS TO NEW TENTS, ALL SEASONS HEREBY DISCLAIMS, AND BUYER HEREBY WAIVES, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL WARRANTIES, EXPRESS AND IMPLIED, WITH RESPECT TO THIS ITEM, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR THAT TENTS ARE FREE FROM VISIBLE OR LATENT DEFECTS. All Seasons reserves the right to refuse sale to anyone not in compliance with this Agreement. Buyer shall not assign this Agreement or its obligations hereunder. Deviations from these terms and conditions are not valid and terms of this Agreement shall always govern the Buyer and All Seasons, unless waived in writing by an authorized officer of All Seasons. This writing is a final expression of the Buyer's and All Seasons' Agreement and is a complete and exclusive statement of its terms. No representations, understandings, courses of dealing or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein. This Agreement can only be modified by a writing signed by All Seasons and Buyer.

All Seasons cannot be responsible for any customer product left at our facility for longer than 30 days.

The above terms, conditions, specification and prices are accepted as of the date listed below.

Authorized Representative Signature: _____

Name: _____

Address: _____

Order #: _____

Date: _____



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