



## Sales Agreement for Evolutionary Saddles LLC.

All of our saddles are handcrafted by Master Saddlers, built on our proprietary Precision Saddle Tree trees, exclusively made for Evolutionary Saddles LLC. All saddles engage the serious effort and talent of our craftspeople who go to work for you upon receipt of your order. Each of our saddles is an individual piece of art, crafted incorporating natural, colored and/or oiled hides. We utilize only the best quality-tanned leather from tanneries sourced in the US. As a natural product, leather can show scars the animal has incurred during its lifetime. Scars may become more prominent after oiling and are often more evident on some colors than others. Scars are individual “birth marks”, making every saddle very special and unique. Since every hide is different, colors can tone differently. While one “medium oil” is darker or more “orange” than another, “chestnut” can turn out anywhere from red to “brownish”. You should be aware that a saddle color will likely darken over time due to loving care which must always include hand rubbed oil. Sun exposure will have an effect on the saddle color, too. The delivery time on your saddle is regularly approx. 3 – 4 months. In rare cases, the production of your saddle can take up to 6 months or longer. Delays in Customs Inspection offices when shipping internationally can easily extend the delivery time you may wait for your saddle – this cannot always be foreseen and is simply out of our control.

### Custom Saddle Sales Order Agreement

**Payment Terms:** Customer understands that this is an agreement to purchase a hand-crafted horse riding saddle and associated accessories, if any. If customer pays in full or part with credit card(s), customer agrees they will perform no charge back on the card(s) prior to or after the delivery of the Goods or in lieu of Evolutionary Saddles LLC one (1) year warranty on defective material and workmanship.

**Warranty:** New Evolutionary Saddles LLC saddles are warranted to the original purchaser to be free from defects in material and workmanship for a period of one (1) year under normal use and service. During this period of time, the saddle will be repaired or replaced following verification of the alleged defect by Evolutionary Saddles LLC. Materials and work performed on a used Evolutionary Saddles LLC saddle after original warranty has expired, are warranted to the purchaser for a period of six (6) months.

**Attorney's Fees and Costs:** Customer agrees that any dispute related to and/or arising out of this agreement, including, without limitation, suits for collection, with or without commencement of suit or action, Customer shall pay Evolutionary Saddles LLC's reasonable attorney fees and all costs incurred, including any such fees and costs incurred in any appeals.

**Cancellation Policy:** Any saddle order may be cancelled at no charge within 72 hours of order, incl. orders on in-stock saddles. In case the saddle has shipped already (in-stock saddles only), you, the customer, are responsible for round trip shipping costs. After expiration of 72 hrs, Saddle orders cannot be cancelled, returned or refunded at any time without prior written agreement from Evolutionary Saddles LLC. All Saddle Order cancellations will be subject to a minimum fee totaling 15% of the saddle order. Custom orders are subject to a 50% cancellation fee. Once any custom order has been placed in our system (saddle or accessories), you have 10 working days to alter your order 'free of charge'. After

such time, your alterations to specifications (be it color, tooling, hardware, or any other design/size option) will incur fees. These fees will be outlined by our customer service team once the confirmation of your changes has been finalized. If you wish to cancel your order after expiration of 48 hrs after you have placed your order, in-store credit or exchange for an alternative saddle may be available in lieu at Evolutionary Saddles LLC's discretion. Any saddle accessory order may be cancelled at no charge within 48 hrs of order. In case the accessory has shipped already, you, the customer, are responsible for round trip shipping costs. The cancelled items must be returned to Evolutionary Saddles LLC prior to receiving the refund. After 48 hrs, saddle accessory orders are considered final sale and are non-refundable and non-returnable except for in-store credit at Evolutionary Saddles LLC's discretion. Although all other Contour Saddlery products are non-refundable and non-returnable without prior written agreement from Evolutionary Saddles LLC, please contact our customer service team and we will do our best to address your concerns.

You agree that your order is correct and meets with your specifications. By placing an order, you state that you have read the Buyers agreement and agree to the terms. Horse activities are inherently dangerous. Evolutionary Saddles LLC and it's manufacturers, distributors and sellers will not accept any responsibilities for injury, death, damage, lameness or illness resulting for humans and/or horses from the use or misuse of Saddles & Saddle Accessories offered by Evolutionary Saddles LLC.

Governing Law and Venue: This contract shall be governed by and interpreted in accordance with the laws of the State of Wisconsin, exclusive of that state's choice of law rules. Any litigation arising out of or in connection with this contract shall be exclusively conducted in the State or Federal courts located in Marathon County, Wisconsin, USA. Customer accepts and submits to the personal jurisdiction of the State of Wisconsin.

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_