



**PLEASE READ THIS DOCUMENT CAREFULLY – IT AFFECTS YOUR
LEGAL RIGHTS**

This document contains the terms and conditions upon which Borné Saddlery (“Borné”) sells demo and other previously owned saddles to its customers (each, a “Customer,” collectively, “Customers”).

Definition of Used Saddle: Borné offers Used Saddles, which are defined as previously owned saddles (including demonstration model saddles), regardless of such saddles’ condition. All custom and other new saddles sold by Borné are subject to Borné Saddlery Terms and Conditions of Sale for Custom and Other New Saddles.

Terms of Sale: Purchase of any Used Saddle sold by Borné to a Customer shall be subject to and expressly limited by the terms and conditions herein. No changes to, waiver of, or addition to any of these terms and conditions shall be effective unless agreed to in writing and signed by Borné. Customer acknowledges and agrees that these terms and conditions supersede the terms and conditions of any other documentation and, except for delivery and billing addresses, any conflicting or additional terms are void and have no effect. Notwithstanding the foregoing, Borné reserves the right to amend these terms and conditions at any time, and Customer shall be deemed to accept such amended terms and conditions by ordering or purchasing a Used Saddle after the date of such amendment.

Prices: To be valid, all pricing quotes must be documented in writing and signed by Borné. For Used Saddles, all prices are firm for 7 days from the date quoted. All Used Saddles are subject to availability and Borné reserves the right to sell any Used Saddle to any Customer, regardless of whether Borné has provided a price quotation to any other Customer. Unless specifically stated by Borné in a price quotation to Customer, Used Saddle prices do not include charges for shipping and handling.

Taxes: Customer shall be solely responsible for payment of any state and/or local sales tax that may apply to Customer’s order. All Used Saddles shipped to or personally delivered within Texas shall be subject to an 8.25% sales tax. For all Used Saddles shipped outside the United States, Customer agrees to be solely responsible for payment of shipping costs as well as any and all applicable taxes, customs duties and fees.

Deposit and Payment: Prior to taking a Used Saddle on trial (see “Trial Period” below), Customer must provide Borné with valid MasterCard, Visa, American Express or Discover credit card information, and Borné will pre-authorize such card for the purchase price of the Used Saddle. At the end of the Trial Period, or when Customer

notifies Borné that Customer wishes to keep the Used Saddle, whichever event occurs first, Borné will process the pre-authorized charge on Customer's credit card. In the event that Customer returns the Used Saddle pursuant to the terms and conditions of the Trial Period, Borné will remove the pre-authorization on Customer's card.

Trial Period and Returns: Upon receipt of a Used Saddle, Customer shall have a 7-day period in which to evaluate the saddle (the "Trial Period"). If Customer wishes to return a Used Saddle for improper fit or any other reason, Customer must notify Borné in writing prior to the expiration of the Trial Period. In the event that Customer returns a Used Saddle to Borné within the Trial Period, it must be clean and in the same condition in which Customer received it. All Trial Period returns are subject to the additional terms and conditions specified in "Returns" below. All Trial Period returns due to saddle fit issues are subject to the additional terms and conditions specified in "Saddle Fit" below. Borné accepts returns of Used Saddles only pursuant to the terms and conditions of the Trial Period. Any unauthorized saddle returns received by Borné will be disposed of by Borné with no further obligation to the Customer.

Title and Delivery. Title and risk of loss of or damage to each Used Saddle will pass to Customer upon delivery to Customer.

Saddle Use: Customer understands and agrees that Customer is solely responsible for proper use of each Used Saddle, and that improper use may void any warranties provided by Borné. Proper use shall include, but not be limited to, the particular equestrian discipline for which the Used Saddle was designed, and use of Used Saddles on the horses to which they were originally fitted.

Saddle Care: Borné highly recommends that Customers clean their saddles after each use. Customers should only use leather care products specifically designed for use on saddles, and use such products only as directed. To protect the integrity of a saddle's color, Customers should avoid applying leather care products directly to the saddle and instead apply such products with a cloth or sponge as instructed by the product directions.

Used Saddle Fit: Prior to purchasing a Used Saddle from Borné, Borné highly recommends that Customer engage a professional saddle fitter authorized by Borné to measure Customer and Customer's horse(s), at Customer's sole expense. Customer understands and agrees that the role of the saddle fitter is crucial to achieving a proper saddle fit for Customer and Customer's horse(s), and that Borné cannot make any model or size recommendations without accurate measurements provided by a professional saddle fitter. If, upon receipt of a Used Saddle, Customer has determined that the Used Saddle does not properly fit Horse and/or Customer, Customer shall so notify Borné within the 7-Day Trial Period and may return the saddle pursuant to the terms and conditions set forth in "Trial Period" above.

Post-Purchase Saddle Fit: As saddles are used, they tend to change shape somewhat as the flocking settles. Horses also change shape based upon exercise, fitness, diet and other factors. Accordingly, Borné highly recommends that each Customer have an authorized

Borné saddle fitter check the fit of a newly purchased Used Saddle six to 12 weeks after such saddle is first put into use, and thereafter, every six months.

On Used Saddles, Borné offers no warranties, express or implied, including but not limited to the warranties of merchantability and fitness for a particular purpose.

Limitation of Liability. Customer understands and agrees that horseback riding is an inherently dangerous sport, and that tack or equipment failure could result in catastrophic injury to or death of equines and riders, including Customer and Customer's equines. Customer agrees that Customer is solely responsible for inspecting all of Customer's tack and equipment, including any saddles, prior to each use to ensure that such tack and equipment are in good repair and in sound condition. Customer understands and agrees that improper saddle fit can cause temporary or permanent discomfort or injury to equines and/or riders, and may also cause equines to buck, rear, or otherwise react in an unexpected and potentially dangerous manner. Accordingly, before using any saddle, Customer is solely responsible for ensuring that such saddle properly fits the equine and its rider. If saddle fit is improper, Customer understands that it is Customer's sole responsibility not to use such saddle until or unless the fit can be adjusted. Under no circumstances shall Borné be liable to any Customer for any special or consequential damages, including but not limited to medical or veterinary expenses. In addition to the other limitations on Borné's liability set forth in these terms and conditions, under no circumstances shall Borné's liability in connection with any Custom or New Saddle exceed the total purchase price of such saddle actually received by Borné from Customer in connection with such saddle.

Notices. All notices pursuant to these terms and conditions must be in writing. For the purposes of these terms and conditions, fax notice is acceptable. Email notice is only effective if the receiving party confirms receipt. All notices pursuant to these terms and conditions must be delivered via a method that provides for proof of delivery.

All notices must be delivered to Borné at the following address:

Borné Saddlery, Inc.
1860 FM 359 #209
Richmond, TX 77469
Telephone: 281-342-5709
Fax: 281-341-7405

Email: karen@bornesaddlery.com

All notices must be delivered to Customer at the address provided in the order form provided by Customer to Borné. If Customer does not provide Borné with notice of changes in Customer's contact information, a notice delivered to the last contact information given by Customer to Borné shall be considered proper notice provided that the other conditions of this section have been met.

Successors. The provisions of this Agreement shall extend to and be binding upon the parties and their respective legal representatives, heirs, successors and assigns.

No Waiver. No action or inaction by Borné shall be construed as a waiver of any of these terms and conditions.

Governing Law and Venue. Customer's purchase of any Used Saddle, including these terms and conditions, shall be governed by the laws of Texas. The parties hereby agree that any legal action brought in connection with Customer's purchase of any Used Saddle, or otherwise in connection with these terms and conditions, must be brought in Fort Bend County, Texas.

Attorneys' Fees and Other Expenses. In any legal actions brought in connection with Customer's purchase of any Used Saddle, or otherwise in connection with these terms and conditions, the prevailing party will be entitled to prompt payment of expenses from the other party(ies) following final adjudication in favor of the prevailing party. For the purposes of this section, "expenses" shall include the following costs actually incurred by the prevailing party: attorneys' fees, retainers, court costs, transcript costs, fees of experts, witness fees, travel expenses, duplicating costs, printing and binding costs, telephone charges, postage, delivery service fees and all other disbursements.

Severability. If any provision of these terms and conditions or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of these terms and conditions which can be given effect without the invalid provision or application. In lieu thereof, there shall be added a provision as similar in terms to such illegal, invalid and unenforceable provision as may be possible and be legal, valid and enforceable.