

Terms and Conditions for Dealer Orders

These Terms and Conditions govern any Order submitted by Dealer (defined as a Customer who has executed Wimberley's standard Dealer Agreement) to Wimberley, Inc. by the standard Order Form or by other means.

Placing Orders. The Order Form can be found at www.tripodhead.com/for-dealers-info.cfm. All orders by Dealer will be made by written order to Wimberley's mailing address; by facsimile at (434) 270-8701; or by email (orders@tripodhead.com). Such contact information may be amended from time to time by written notification of Wimberley to Dealer.

Prices. The applicable prices are only those specified on the Order Form (www.tripodhead.com/for-dealers-info.cfm) and, unless expressly specified on the Cover Page, do not include applicable destination charges or taxes.

Shipping Discounts. The applicable shipping discounts are only those specified on the Order Form (www.tripodhead.com/for-dealers-info.cfm).

Drop Shipping. There is a \$5 fee for each drop shipment to end users within the US. We do not drop ship outside the US.

Taxes. In addition to the prices set forth on the Order Form, Dealer agrees to pay an amount equal to any and all applicable federal, state and local taxes, duties and other levies, which amounts shall be an additional charge to Dealer.

Payment. Dealer is responsible for the payment of all costs and expenses, including shipping, handling, insurance, brokerage fees, taxes, customs, and other governmental charges incurred or imposed after passage of title.

Dealers within the US. All orders must be on a Net 30 or prepay basis. Net 30 status is only awarded to US Dealers who have passed a credit reference check. Dealers are expected to pay within 30 days of the date of the invoice (Net 30) unless the items are out-of-stock in which case Net 30 will begin on the date items are shipped. Payment is accepted by check. Dealers also have the option to pay by credit card on orders up to \$500. Orders over \$500 can also be paid by credit card provided that the Dealer pays a 3.5% credit card fee. At 15 days past due, interest at a rate of 1.5% per month will be added to the unpaid balance. If a Dealer's account is more than 15 days past due, Wimberley will not ship new orders until the balance is cleared. If Wimberley is forced to undertake collection or enforcement efforts, the Dealer shall be liable for all costs thereof, including attorney fees. If Dealer is in arrears on any invoice or is regularly late in payment, Wimberley will suspend the account and require payment prior to future shipments of goods.

Dealers outside of the US. Payments by Dealer will be made in US Dollars, free of any exchange or collection charges and of any taxes imposed under the laws of any country other than the United States, and at such place and to such payee as may be specified by Wimberley from time to time. Full payment will be made by wire transfer of immediately available funds. For past due account balances up to \$100, Wimberley will automatically charge Dealer's credit card. Wimberley requires that Dealers have a valid credit card on file for this purpose. For orders up to \$500, Dealer has the option to pay by credit card. For orders \$500 and over, Dealer also has the option to pay by credit card provided that Dealer also pays a 3.5% credit card fee. Open credit accounts with a Net 30 Day status are only permitted for international Dealers in Canada and only for those who have passed a credit reference check.

Acceptance of Purchase Orders. All orders will be accepted by Wimberley in writing by sending first an order confirmation to Dealer via email, then an invoice to Dealer via email, or at the address specified on the Order Form. Although Wimberley agrees to make reasonable efforts to promptly accept or reject all orders, no Order will be deemed accepted by the mere failure of Wimberley to reject it in writing. Notwithstanding the foregoing, Wimberley may also accept an order by shipping the Product to Dealer.

Filling of Orders. Wimberley will make reasonable efforts to promptly fill all accepted orders according to the instructions given by Dealer but Wimberley will not be liable for any delays necessitated by an orderly scheduling of its manufacturing operations nor for any delays from causes beyond Wimberley's control. Some non-inventory item requests may take several additional days to process. In the event that some or all of the ordered Products are out of stock, Wimberley reserves the right to send partial shipments or to delay shipment. Wimberley will try to ship back-ordered Products in a timely manner.

Title and Delivery. Deliveries shall be EXW Wimberley and risk of loss shall pass to Dealer upon delivery of the units of Product ordered to a common carrier selected by Wimberley. Wimberley will notify Dealer via email upon shipment of a Product. Title shall pass to Dealer upon Wimberley's receipt of full payment on all outstanding invoices for the Product, or upon delivery to the common carrier by Wimberley, whichever is later. Wimberley reserves the right to exercise its own judgment in the selection of export packing if applicable.

Cancellation/Reschedule. All cancellations of orders by Dealer must be in writing before such order has been shipped by Wimberley. If Dealer cancels an order that has been accepted by Wimberley, Dealer will reimburse Wimberley for any cost incident to such order incurred by Wimberley prior to the time Wimberley receives written notice of the cancellation.

Inspection and Acceptance. Within ten (10) days of Wimberley's delivery to Dealer of the Product, Dealer will inspect each unit and give written notice to Wimberley of any units of the Product rejected, describing the unit(s) rejected and specifying in detail the reason or reasons why the rejected unit(s) are damaged and/or do not conform to the applicable Product specifications, which Product specifications Dealer hereby acknowledges having received from Wimberley as of the date of Dealer's submission of the Order. Upon receiving authorization and shipping instructions from authorized personnel of Wimberley, Dealer may return the rejected unit(s) for replacement. The shipping costs for such return will be paid by Wimberley, provided that, in Wimberley's discretion, the rejected unit does not conform to the applicable Product specifications. In the event Dealer returns a rejected unit that conforms to the applicable specifications, Wimberley will charge to Dealer the shipping costs for said return. Dealer will be deemed to have irrevocably accepted any and all units with respect to which Dealer has failed to give Wimberley written notice of rejection within the applicable period. Dealer's inspection and/or acceptance tests shall be at Dealer's expense. Any discrepancy complaints regarding shortages must be verifiable against the recorded weight of shipment.

Limited Standard Warranty. Wimberley products are covered by a limited warranty that can be found at www.tripodhead.com/for-dealers-info.cfm.

Extension of Warranty Upon Resale for Dealers within the US. Dealers should instruct end users (“End Users”) with warranty or repair issues to work directly with Wimberley for claims or assistance.

Extension of Warranty Upon Resale for Dealers outside of the US. Dealers should transfer the warranty set forth above upon resale of the Product to an end user, provided that the Dealer may not expand or enlarge the warranty set forth in the section above. Further, the Dealer must work with Wimberley on behalf of the End User in order to submit a claim. In the event that an End User wishes to exercise a warranty claim hereunder, Dealer (i) will contact Wimberley [via email or phone] to receive a Warranty Claim Form and US Customs Form 3311; (ii) provide Wimberley with a copy of the original purchase receipt; (iii) provide Wimberley with electronic images of the defective Product; and (iv) upon receipt of the Warranty Claim Form and US Customs Form 3311 from Wimberley, ship such defective Products to Wimberley in accordance with all instructions provided by Wimberley. If the Product is found, in Wimberley’s sole discretion, to be defective and covered by this warranty, Wimberley, at its option, will replace or repair the Product or credit the Dealer the price paid to Wimberley by Dealer for the Product. After one year, Dealer is responsible for paying for shipping to and from Wimberley. That shipping charge can be passed through to the End User in compliance with the warranty.

Limitations of Liability. IN NO EVENT IS WIMBERLEY OR ITS SUPPLIERS LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA OR BUSINESS INFORMATION, OR OTHER PECUNIARY OR NON-PECUNIARY LOSS) WHETHER BASED ON CONTRACT, TORT, OR OTHER LEGAL THEORY, IN CONNECTION WITH ITS GOODS OR SERVICES. IN NO EVENT WILL WIMBERLEY’S LIABILITY ON ANY CLAIM EXCEED THE SUMS PAID TO WIMBERLEY BY DEALER FOR THE SPECIFIC GOODS OR SERVICES GIVING RISE TO SUCH CLAIM.

Assignment. Dealer will not assign or subcontract its order, any interest therein or any right therein without the prior written consent of Wimberley.

Governing Laws; Disputes. Any dispute regarding the Purchase Order (including the Terms and Conditions) will be governed by and construed in accordance with the laws of the State of New York, without regard to its conflict of laws provisions. Except for disputes related to intellectual property, all disputes arising out of or in connection with this Order and/or the Terms shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said Rules of Arbitration. In the event a dispute arises under the Terms or the Order related to intellectual property, such dispute shall be brought in the federal courts located in New York, New York and the parties hereby irrevocably submit to the exclusive jurisdiction of the federal courts located in the New York, New York for such intellectual property disputes. The United Nations Convention on the International Sale of Goods shall not apply to the Purchase Order (including the Terms). In the event a dispute arises under these Terms or any Order, the prevailing party in such dispute shall be entitled to recover its attorneys’ fees or arbitration costs.

Complete Agreement. The Order, including these Terms and Conditions and all attachments and documents incorporated by reference herein, constitutes the complete and exclusive statement of the Terms and Conditions of the sale contract between Wimberley and Dealer and supersedes all prior or contemporaneous agreements, representations and/or communications, either oral or written, between the parties hereto or any representative of such parties with respect to the subject matter hereof. No change to this contract or waiver of any provision hereof will be binding on Wimberley unless made in writing and signed by a duly authorized representative of Wimberley.

Terms and Conditions. All Purchase Orders are subject to acceptance by Wimberley as set forth above. These Terms and Conditions constitute an integral part of the sales contract between Wimberley and Dealer for the sale and purchase of the Product set forth on the Order Form. By submitting the Order Form, Dealer shall be deemed to enter into an Order for the subject Product and any associated services and these Terms and Conditions shall govern. Any and all subsequent orders for the Product or any other goods or services provided by Wimberley shall be subject to Wimberley’s Standard Terms and Conditions, which shall be made available to Dealer by Wimberley on its website (www.tripodhead.com/for-dealers-info.cfm) at the time Dealer submits an Order. Wimberley’s failure to object to provisions contained in any communication from Dealer shall not be deemed a waiver of these Terms and Conditions. Any requested changes in the Terms and Conditions contained herein must be specifically agreed to in writing signed by an authorized officer of Wimberley. In the event of a conflict between these Terms and Conditions and different terms and conditions set forth on the Order Form, the terms and conditions on the Order Form shall prevail.