

# TERMS & CONDITIONS OF SALE

1. GENERAL. All orders for products supplied by RESORT UMBRELLA SOLUTIONS shall be subject to these terms and conditions of sales. All transactions shall be governed by the laws ILLINOIS.

2. CUSTOMER. The term "Customer," as used herein, means the distributor, resale dealer, original equipment manufacturer or first end-user customer that purchases the RESORT UMBRELLA SOLUTIONS products.

3. WARRANTY. RESORT UMBRELLA SOLUTIONS products shall be free from defects in material and workmanship for a maximum of 2 years. In the event that a product proves to be defective, RESORT UMBRELLA SOLUTION'S sole obligation shall be, at its option, to repair or replace the product. The repaired or replacement product will be shipped F.O.B. RESORT UMBRELLA SOLUTIONS facilities.

RESORT UMBRELLA SOLUTIONS. shall have no obligation under the warranty set forth above in the event that:

(a) The Customer fails, within the warranty period to notify RESORT UMBRELLA SOLUTIONS in writing and provide RESORT UMBRELLA SOLUTIONS with evidence satisfactory to RESORT UMBRELLA SOLUTIONS of the alleged defect within five (5) days after it becomes known to the customer;

(b) After inspection of a product, RESORT UMBRELLA SOLUTIONS determines, in its sole discretion, that it is not defective in material or workmanship;

(c) Repair or replacement of a product is required through normal wear and tear;

(d) Any part in a product or any ingredient contained in a product requires replacement or repair through routine usage or normal wear and tear

(e) A product has been subject to misuse, misapplication, negligence, neglect (including, but not limited to, improper maintenance or storage), accident, catastrophe, improper installation, modification, adjustment, repair or lubrication, whether by the Customer or any third party, without the prior written consent of RESORT UMBRELLA SOLUTIONS.

(g) The system of connected tilting parts into which the product becomes incorporated is not compatible with the product, or

(h) The transmitted load and imposed torque and are not within the published capacity limits.

(i) A non-approved umbrella is used with Tilt the Pole. Ask about approved umbrella manufacturers.

(j) Damage due to high winds. RESORT UMBRELLA SOLUTIONS recommends removing the umbrella from Tilt the Pole with wind gusts above 39 mph. Damage to the umbrella or TTP can occur above 39 mph.

THE WARRANTY SET FORTH ABOVE IS INTENDED SOLELY FOR THE BENEFIT OF THE Customer AND DOES NOT APPLY TO ANY THIRD PARTY. ALL CLAIMS MUST BE MADE BY THE Customer AND MAY NOT BE MADE BY ANY THIRD PARTY. THIS WARRANTY MAY NOT BE TRANSFERRED OR ASSIGNED, IN WHOLE OR IN PART, BY THE Customer FOR ANY REASON WHATSOEVER. ANY SUCH ATTEMPTED TRANSFER OR ASSIGNMENT SHALL BE NULL AND VOID.

THIS WARRANTY TAKES THE PLACE OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WHICH ARE HEREBY DISCLAIMED AND EXCLUDED BY RESORT UMBRELLA SOLUTIONS, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF USE AND ALL OBLIGATIONS OR LIABILITIES ON THE PART OF RESORT UMBRELLA SOLUTIONS FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE, REPAIR OR PERFORMANCE OF THE PRODUCTS.

4. MODIFICATIONS. RESORT UMBRELLA SOLUTIONS reserves the right, without notice to the Customer, to (a) change the specifications of any product, (b) improve a product in any manner that RESORT UMBRELLA SOLUTIONS deems necessary or appropriate and (c) discontinue the manufacture of any product.

5. PURCHASE ORDERS. The Customer will submit purchase orders for the products to RESORT UMBRELLA SOLUTIONS in writing, whether by mail or email, which shall set forth, at a minimum: (a) an identification of the products ordered, (b) prices for such products, (c) quantities, (d) requested delivery dates and (e) shipping instructions and shipping addresses.

6. ACCEPTANCE OF ORDERS. All purchase orders received from the Customer are subject to acceptance by RESORT UMBRELLA SOLUTIONS in writing.

7. MODIFICATION OF ORDERS. No accepted purchase order shall be modified or canceled except upon the written agreement of RESORT UMBRELLA SOLUTIONS and the Customer. Mutually agreed cancellations shall be subject to reasonable charges based upon expenses already incurred by RESORT UMBRELLA SOLUTIONS and commitments made by RESORT UMBRELLA SOLUTIONS. Mutually agreed change orders shall be subject to all provisions of these Terms and Conditions of Sale.

8. PRICE INCREASES. RESORT UMBRELLA SOLUTIONS may increase its prices for the products by providing the original purchaser of the products with at least thirty (30) days' prior written notice. Increased prices for products shall not apply to purchase orders accepted prior to the effective date of the price increase unless such orders provide for delivery more than thirty (30) days after the date of acceptance of the order.

9. PRICING AND DELIVERY TERMS. PRICING DOES NOT INCLUDE SHIPPING, HANDLING AND TAXES. Once delivered to a common carrier of the Customer's choosing [or of RESORT UMBRELLA SOLUTIONS's choosing if Customer has failed to specify a common carrier on or before five (5) days prior to the requested delivery date] RESORT UMBRELLA SOLUTIONS shall have no further responsibility for the products and all risk of damage, loss or delay shall pass to the Customer. A handling fee is added to freight costs by RESORT UMBRELLA SOLUTIONS to cover this cost. The Customer has the option of shipping collect with our carrier or the carrier of choice.

10. PAYMENT TERMS. Net 30 days. All orders will be shipped either prepaid by the Customer or C.O.D., at RESORT UMBRELLA SOLUTIONS's option, unless the Customer has established a previously approved credit line. If RESORT UMBRELLA SOLUTIONS approves a credit line for the Customer, all payments shall be due within thirty (30) days of the date of the invoice. If any invoice is not paid in full within such thirty (30) day period, then finance charges shall be assessed at the rate of one and one-half percent (1 1/2%) per month (eighteen percent (18%) per year). If such rate is deemed to be usurious at any time, it shall be reduced to the maximum rate permitted by applicable law. RESORT UMBRELLA SOLUTIONS may stop or withhold shipment of products if the Customer does not fulfill its payment obligations. If RESORT UMBRELLA SOLUTIONS is insecure about payment for any reason, RESORT UMBRELLA SOLUTIONS may require full or partial payment in advance and as a condition to the continuation of its delivery of products.

11. SECURITY INTEREST. Unless and until the products are paid for in full, RESORT UMBRELLA SOLUTIONS reserves a security interest in them to secure the unpaid balance of the purchase price. The Customer hereby grants to RESORT UMBRELLA SOLUTIONS a power of attorney, coupled with an interest, to execute and file on behalf of the Customer all necessary financing statements and other documents required or appropriate to protect the security interest granted herein.

12. ACCEPTANCE OF PRODUCTS. The Customer will conduct any incoming inspection tests as soon as possible upon arrival of the products, but in no event later than ten (10) days after the date of receipt. Any products not rejected by written notice to RESORT UMBRELLA SOLUTIONS within such period shall be deemed accepted by the Customer. RESORT UMBRELLA SOLUTIONS shall not be liable for any additional costs, expenses or damages incurred by the Customer, directly or indirectly, as a result of any shortage, damage or discrepancy in a shipment.

13. LIMITATION OF REMEDIES.

(a) RESORT UMBRELLA SOLUTIONS SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY DELAY IN FURNISHING THE CUSTOMER WITH PRODUCTS.

(b) IN NO EVENT SHALL RESORT UMBRELLA SOLUTIONS'S LIABILITY INCLUDE ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES, EVEN IF RESORT UMBRELLA SOLUTIONS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE.

14. MADE-TO-ORDER PRODUCTS. RESORT UMBRELLA SOLUTIONS reserves the right to revoke and amend any price quotations offered to the Customer for made-to-order products, provided that such price quotations have not been accepted by the Customer prior to the date of revocation or amendment.

15. DIES, TOOLS AND EQUIPMENT. Charges incurred by the Customer for dies, tools and other equipment shall not confer ownership or the right to possession therein by the Customer. All such dies, tools and equipment shall remain the property of RESORT UMBRELLA SOLUTIONS, and RESORT UMBRELLA SOLUTIONS shall have the exclusive right to possession thereof. RESORT UMBRELLA SOLUTIONS shall maintain such tools and equipment in good working order.

16. REGULATORY LAWS AND STANDARDS. RESORT UMBRELLA SOLUTIONS makes no representation that its products conform to state or local laws, ordinances, regulations, codes or standards except as may be otherwise agreed to in writing by RESORT UMBRELLA SOLUTIONS.

17. SIZES AND WEIGHTS. RESORT UMBRELLA SOLUTIONS'S products are made only in the sizes and to the specifications set forth on its website and other literature. If any alteration is requested, such altered product will be treated as a made-to-order item. RESORT UMBRELLA SOLUTIONS assumes no responsibility for typographical errors which may appear in its catalogs or literature, and cannot accept alteration charges caused by such errors. Freight allowances will be determined at the time of shipment and shall be based on actual shipping weight.

18. SYSTEM DESIGN. Responsibility for system design to ensure proper use and application of RESORT UMBRELLA SOLUTIONS'S products within their published specifications and ratings rests solely with the Customer. This includes, but is not limited to, an analysis of loads within the entire system, regardless of how induced.