

JENLIS, INC.
902 East Second St.
Suite 327
Winona, MN 55987
PHONE: 507-452-5511
TOLL-FREE ORDER LINE: (877-356-6455)

TERMS OF SALE
(Effective for all customers as of June [30], 2017)

ORDER TERMS AND ACCEPTANCE: All Jenlis, Inc. ("Jenlis") product orders are submitted under and will remain subject solely to these Terms of Sale, or to any Jenlis replacement Terms of Sale adopted in the future. All orders are subject to acceptance by Jenlis in its sole discretion, and no provision of products by Jenlis will be deemed to be an acceptance of conflicting or inconsistent terms, or a waiver of these Terms of Sale. Any proposed inconsistent or conflicting terms in any customer purchase order or other communications cannot and will not supersede or modify these Terms of Sale, and are expressly rejected and of no effect.

SHIPMENTS: Jenlis will attempt to honor special shipping requests (e.g. leave the shipment with a neighbor, leasing office or **Signature Required**, please make sure to note it in the "Comment" section), but reserves the right to select the carrier and manner of shipment. When possible, orders received by 12 noon US central time will be shipped out the same day. Order received after 12 noon will be shipped the next business day. Products are currently shipped via FedEx, Speedee Delivery, or USPS (US postal services), and, if an email address is provided, will also contain your FedEx / Speedee/ USPS tracking number. **NOTE:** Outgoing shipments **do not require signature confirmation**, so if no one is present when the delivery arrives, the delivery driver can leave the item in a safe place, out of sight and out of weather, at the driver's discretion. Lost or damaged items must be reported as noted in Product Acceptance below.

All shipping and delivery dates provided are estimates only, and customer will pay all applicable shipping and handling charges. All products are sold and shipped F.O.B. Winona, Minnesota, or direct from manufacturers in certain cases, with title and risk of loss passing to customer upon tender to carrier at shipping location.

INTERNATIONAL CUSTOMERS: Products can generally be shipped to any postal address in the world, and are currently shipped via FedEx or, USPS (US postal services), generally if and as specified in any "Contact Us" form. Jenlis will confirm and provide a requested quote, generally within the next business day. Complete address, telephone number with area code and email address are required for international delivery estimates.

Please call Jenlis at +1 507 452 5511 to place the order, if the shipping address is outside US.

Approximate Costs of International Shipments (exclusive in all cases of product duties, tariffs, etc.):

- For Canada, rate starts at \$25 per product (final cost depends on the exact location), and for Europe (Great Britain, Germany, Sweden, etc.) starts at \$35 (final cost depends on the exact location).

Make sure you know the laws in your area, before you remove your aquatic vegetation.

PRICING AND PAYMENT: Prices and applicable discount terms are subject to change without notice, and orders will be filled and shipped at prices confirmed on acceptance. Except as otherwise quoted by Jenlis, all product pricing is in US dollars, and exclusive of all applicable sales, use or similar taxes, which will be the sole liability of customer. For all Minnesota orders, a 6.875% sales tax will be added to your purchase price, unless proof of resale exemption is provided at the time of order. Unless customer has been granted credit terms, all customer purchases are payable prior to shipment, or on delivery for any COD orders that Jenlis may accept.

If credit is extended, customer agrees that Jenlis will be entitled to collect interest from the date of invoice on any late payments (those received more than 10 days from invoice date) at the rate of 6% per annum, or the highest applicable interest rate allowed by law, whichever is lower, together with reasonable attorney's fees or other costs of collection. Jenlis also reserves the right to amend or revoke customer credit terms at any time.

RESALE RIGHTS: On application to and approval by Jenlis, certain qualified customers may be granted rights to hold themselves out as authorized Jenlis resellers (distributors or dealers). Grant of this right will also entitle such authorized resellers to a nonexclusive license to use unaltered Jenlis copyrighted images, trademarks and other intellectual property for use in marketing Jenlis products. As a condition of such appointment and license, all authorized resellers and any of their affiliates agree to market all Jenlis products in a lawful, ethical and professional manner, including appropriate customer communications regarding the applicable laws of aquatic vegetation removal by end users. The right to purchase products from Jenlis is also dependent on compliance with any then-current Jenlis Minimum Advertised Price (MAP) Policy.

Resellers and their affiliates may advertise and market Jenlis products on their own websites, as well as on any third party websites that are pre-approved in writing by Jenlis. Jenlis is currently not authorizing any of its customers to advertise or sell any products purchased from Jenlis on *amazon.com*, and any such sales will result in termination of the rights to order and purchase Jenlis products.

PRODUCT ACCEPTANCE: In case of any shortage or product damage, customers must notify delivering carrier and Jenlis immediately, and must file a carrier claim within 10 days of receipt. Jenlis will provide necessary supporting claim information and

documentation on request. Jenlis will use best efforts to expedite customer reorders for missing or damaged products, which will also remain subject to these Terms of Sale.

RETURNS: If you have any problems with your order (missing, incorrect product, shipping damages, etc.), please contact Jenlis by phone or email within seven days of receipt to arrange for a replacement or credit, as long as all products subject to this policy are pre-authorized for return by Jenlis, and are returned by the customer in its original, unused condition.

Additionally, if any ***Weed Razer***[™] or ***Weed Raker***[™] branded cutting tool does not work better than any other aquatic hand tool on the market, or if you are dissatisfied with it in anyway, Jenlis will accept return of the product for refund, and prorated for wear and tear. All return/refund requests must be made within 30 days of receipt, and the returned product must:

- be clean;
- not be missing or, have any broken / damaged parts; and
- be returned with Invoice and Jenlis's return authorization code, and within 30 days from the date of receipt.

All customers are responsible for returned product shipping costs.

JENLIS ONE YEAR LIMITED WARRANTY

Jenlis will repair or replace, at our option and after inspection in our facility, any new or remanufactured product manufactured and sold by Jenlis that is defective by means of material and/or workmanship for a period of one year from invoice date, and when returned by the original customer within this period at such customer's expense and accompanied by copy of invoice and the product model and serial number where applicable. Jenlis's limited warranty expressly excludes any damage or failure based on accidents, alteration, misuse, neglect, improper installation, abuse, or when used in applications for which they were not designed or approved, or in any manner not in compliance with then-current safety and operating instructions.

Repair or replacement as specified above shall be the exclusive remedy and sole liability of Jenlis for breach of the limited warranty, and Jenlis disclaims and excludes any other liability of any kind, including such claims based on product removal, installation, transportation, labor, inconvenience, damage of other components, personal injury or property damage.

For all other products, Jenlis will pass along the unexpired balance of any third party manufacturer's limited warranty, and any such warranty claims shall be made by customer directly to the third party manufacturer.

NO OTHER WARRANTIES OF ANY KIND APPLY, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, JENLIS AND ITS SUPPLIERS DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE OTHERS, WHICH VARY FROM STATE/JURISDICTION TO STATE/JURISDICTION, AND SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSIONS MAY NOT APPLY TO YOU.

However, in the event that a court of competent jurisdiction adjudges Jenlis liable for any damages that are limited or excluded by these Terms of Sale, customer agrees to accept the lesser of the amount adjudged or \$2,000 in full resolution of such damages or claims.

GENERAL: These Terms of Sale are a full, final and complete expression of the sales and purchase agreements between Jenlis and its customers, which cannot be waived, modified or amended without Jenlis' prior written agreement to do so. All customers must familiarize themselves with the applicable laws of aquatic vegetation removal prior to purchase and use of any Jenlis product.

These Terms of Sale and any transactions with Jenlis for products will be governed by the internal laws of the State of Minnesota applicable to contracts and accepted and to be performed within Minnesota, without regard to applicable conflicts of law principles. Any proceeding relating to any Jenlis/customer transaction or these Terms of Sale must be brought by customer in the applicable federal court located in St. Paul, Minnesota, or the state courts located in Winona County, Minnesota. By placing orders with Jenlis, each customer irrevocably submits to the jurisdiction and venue of such courts.