

GUMOTEX USA, INC.
(DBA “INNOVA KAYAKS”)
CUSTOMER TERMS AND CONDITIONS

THE FOLLOWING CUSTOMER TERMS AND CONDITIONS, EFFECTIVE MARCH _____, 2018, (THE “TERMS”), ARE HEREBY ESTABLISHED BY GUMOTEX USA, INC., A DELAWARE CORPORATION, DOING BUSINESS AS INNOVA KAYAKS (THE “COMPANY”). THESE TERMS SET FORTH CERTAIN CONDITIONS FOR ORDERING PRODUCTS FROM THE COMPANY AND ACCESSING THE COMPANY’S WEBSITE. PLEASE READ THESE TERMS CAREFULLY. IF YOU PLACE AN ORDER WITH THE COMPANY, AND/OR ACCESS INNOVAKAYAK.COM OR A RELATED COMPANY SITE, YOU ARE CONFIRMING YOUR ACCEPTANCE OF THESE TERMS. IF YOU DO NOT ACCEPT THESE TERMS, DO NOT ACCESS THE COMPANY’S WEBSITE OR PLACE ANY PRODUCT ORDERS WITH THE COMPANY.

1. Orders. Upon receipt of a product order from the customer (“Purchaser”), Company shall promptly provide Purchaser with a sales order estimate or similar response, either in electronic format or otherwise, which shall constitute a formal offer for Company’s product or products. Purchaser shall accept such offer by delivering payment to Company. Upon receiving payment, Company shall make arrangements to ship ordered products to the location designated by Purchaser. Purchaser hereby agrees that all shipping costs are the sole responsibility of Purchaser, in accordance with Section 4 below. Company shall put forth its best efforts to deliver orders within thirty (30) days, but Company cannot guarantee shipment of all products within that timeframe. Company shall promptly notify Purchaser of circumstances where product delivery time is estimated at longer than thirty (30) days. Custody and responsibility of the products shall transfer to Purchaser upon delivery.

2. Product Warranty. Company hereby represents and warrants that all products shipped to Purchaser shall be suitable for consumers and properly packaged in conformity with applicable laws and other regulations. Company further represents that such products shall be covered by a two (2) year warranty from the date of sale to Purchaser. Purchaser may return any product to Company which is deemed defective or unsaleable; provided that such defective condition existed at the time of delivery to Purchaser. In addition to returning the defective product, Purchaser shall also complete and deliver a Defective Product Notice (a form of which may be obtained from innovakayak.com – www.innovakayak.com/claims-repairs) to Company which includes supplemental photographs identifying the defective nature of the product and invoice of purchase. Upon receipt of these items, Company shall provide Purchaser with a replacement product of the same model at no cost to Purchaser.

3. Price. The price per product shall be identical to the current price stated on Company’s website, innovakayak.com. However, Company hereby reserves the right to offer lower prices to Purchaser under certain conditions and at Company’s sole discretion. Company further reserves the right to amend and update its product prices and website without further notice to Purchaser.

4. Shipping Costs. Shipping costs and related fees shall be the sole responsibility of Purchaser, regardless of whether Company advances such costs on behalf of Purchaser for delivery purposes.

5. Payment. Purchaser hereby agrees to pay any product invoices or other charges as they become due and within any timeframe stated by Company. Company hereby reserves the right to charge reasonable interest or other late fees on any invoices which are past due, as well as fees related to declined credit card or check transactions.

6. Website Prohibitions. Purchaser hereby agrees that Purchaser shall access and use Company’s website in a strictly lawful manner, and in accordance with these Terms. Further, Purchaser agrees not to do the following:

- a) Gain access, or attempt to gain access, to any portion of Company’s website or related sites,

whether by electronic tampering or other illegitimate means;

- b) Modify the information or materials located on Company's website or related sites;
- c) Use Company website content for any public, non-personal or commercial use.

7. Intellectual Property. All information, images, graphics, code, trademarks and service marks, logos and other content displayed on, or available via, Company's website or related sites, is either the property of Company or used with permission from Company, and is protected by applicable intellectual property laws. Company hereby reserves and asserts its rights against any party which infringes upon its intellectual property, including Purchaser.

8. Website Disclaimer. Company does not warrant that its website and related sites are tamper-free and fully-functioning. Purchaser hereby agrees that Company is not liable to Purchaser for any errors or malfunctions associated with Company's website or related sites. Purchaser further agrees that Company is not liable for any viruses, malware, or other illegitimate programs which may infect Purchaser's device by way of Company's website or related sites. Purchaser's use of Company's website or related sites is at Purchaser's own risk.

9. Notices. All Purchaser notices to Company shall be sent via email to the following Company email address: [info@innovakayak.com]. Purchaser's subject line shall appear substantially in this form: "WRITTEN NOTICE FROM [PURCHASER NAME]" and shall provide detailed information and attachments relating to such notice. Company shall provide a detailed response to any email notice within five (7) days of receipt.

10. Governing Law. These Terms shall be governed by the laws of the State of New Hampshire.

11. Mandatory Arbitration. Notwithstanding Section 10, in the event that there is any controversy or claim arising out of these Terms, it is hereby agreed that the dispute shall be resolved by means of binding arbitration before a single New Hampshire arbitrator in accordance with the rules of the American Arbitration Association. The arbitrator's decision shall be final and binding, and judgment may be entered thereon, with all remedies otherwise available in court also available in arbitration. The parties agree to equally share the costs of the arbitration process, with the arbitrator having the authority to assess the hearing costs and attorneys' fees as part of the award. In the event that a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply, the other party is entitled to recover the costs of the suit, including attorneys' fees.

These Terms and Conditions are hereby effective as of March 1st, 2018.

GUMOTEX USA, INC.

Danijela Pernek
President