

Retail, Dealer & Distributor Terms

Custom Seat Orders must be Prepaid and are Non-Returnable

All sales are FOB Costa Rica.

FITMENT NOTE: IRON-HORSE SADDLES are designed to fit very close to your bike for a clean look. Because of this, other accessories or options can inhibit proper fit.

As an example: Tank Consoles (dashes), ignition modules, exhaust systems, sissy bars, etc. If you have accessories installed on your bike, please let us know at the time of your order so we can verify the fit for you. We cannot be responsible for fitting problems if you do not tell us about them before the Seat Product is custom made or shipped from stock.

To become a IRON-HORSE SADDLES Dealer or Distributor you should be an Established Business with an established Website or Brick & Mortar location. You are engaged in selling motorcycle aftermarket parts & equipment, or motorcycles, and can fax or Email us a copy of your State Tax Retail Permit, City Business License, and a photo of your business location, with a completed copy of the Dealer Application below.

Retail Stores, Dealerships agree to promote the sale of IRON-HORSE SADDLES Motorcycle and carry our For-Display and For-Sale. New Dealers will be shipped COD and / or Prepaid.

Distributors will be required to stock IRON-HORSE SADDLES Motorcycle and Include our products in your Catalogs and Advertising Program.

Click for Dealer Application:



DEALER APPLICATION

BUSINESS Date Established: _____ CA Reside In: _____ (California Only)

Federal ID #: _____

Type: Corporation Partnership Sole Proprietorship
 Dealer Franchise Partnership

Legal Business Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: (____) _____ Fax: (____) _____

Email Address: _____

Web Site: _____

OWNER

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Email Address: _____

BUSINESS REFERENCES

Submitted By: _____ Printed Name _____ Signature _____
Title: _____

Warranty and Returns

Warranty: All IRON-HORSE SADDLES Motorcycle have a One Year Warranty against defects in material and workmanship.

Return Authorization

If it becomes necessary to return a seat under IRON-HORSE SADDLES Motorcycle terms, you must call IRON-HORSE SADDLES for a RAN (Return Authorization Number).

Always enclose a copy of your RAN with the returned seat. You must be able to provide a copy of your original dated purchase receipt for a IRON-HORSE SADDLES Motorcycle warranty claim, particularly if the seat was purchased from an outside dealer. If you do not include an RAN indicated on the outside of the box, as well as inside the box with a letter explaining your warranty claim and your return contact information, our receiving department can not accept the seat.

Return's not found to be our fault will be subject to a 15% restocking charge. Custom cannot be returned for a refund. Normally stocked can be returned if they are undamaged, in a like new and resellable condition.

IRON-HORSE SADDLES Motorcycle Seats (www.IronHorseSaddles.com),
Aptdo 36, Liberia, Costa Rica 50101 Phones 011-506-2665-0896 •
CustomerService@IronHorseSaddles.com

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All prices shown are Manufacturer's Suggested Retail Price. Price excludes taxes and options. Prices are subject to change. Actual prices may vary and are determined by IRON-HORSE SADDLES dealers. Check with IRON-HORSE SADDLES or your Authorized IRON-HORSE SADDLES Dealer for accuracy of information, availability and installation costs.

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Site Security

You are prohibited from violating or attempting to violate the security of the Site, including, without limitation, (a) accessing data not intended for such user or logging onto a server or an account which the user is not authorized to access; (b) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; (c) attempting to interfere with service to any user, host or network, including, without limitation, via means of submitting a virus to the Site, overloading, "flooding," "spamming," "mailbombing" or "crashing;" (d) sending unsolicited email, including promotions and/or advertising of products or services; or (e) forging any TCP/IP packet header or any part of the header information in any email or newsgroup posting. Violations of system or network security may result in civil or criminal liability. IRON-HORSE SADDLES will investigate occurrences that may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting users who are involved in such violations. You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of this Site or any activity being conducted on this Site. You agree, further, not to use or attempt to use any engine, software, tool, agent or other device or mechanism (including without limitation browsers, spiders, robots, avatars or intelligent agents) to navigate or search this Site other than the search engine and search agents available from IRON-HORSE SADDLES on this Site and other than generally available third party web browsers (e.g., Microsoft Explorer, Apple Safari, Mozilla Firefox, or Google Chrome).

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Access to Site; Indemnification

Certain limited access portions of the Site require a user ID and password ("Protected Areas"). You agree to access Protected Areas using only your user ID and password as provided to you by IRON-HORSE SADDLES. You agree to protect the confidentiality of your user ID and password, and not to share or disclose your user ID or password to any third party. Your access to the Site may be revoked by IRON-HORSE SADDLES at any time with or without cause. You agree to defend, indemnify and hold harmless IRON-HORSE SADDLES and its affiliates, and their respective officers, representatives, directors, employees, consultants or agents from and against any and all third party claims, losses, liabilities, damages and expenses (including without limitation reasonable attorneys fees) arising from or related to your use of any Content downloaded or otherwise obtained from the Site, or your breach of these Terms of Use, including without limitation, your infringement of any intellectual property or other right of IRON-HORSE SADDLES or any other person or entity.

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Order Acceptance

Please note that certain orders constitute improper use of IRON-HORSE SADDLES and its services. We reserve the right, at our sole discretion, to refuse or cancel any order for any reason. Your account may also be restricted or terminated for any reason, at our sole discretion. For your convenience, you will not be charged until your payment method is authorized, the order information is verified for accuracy and your order is shipped (except for orders, including pre-orders, paid for with a IRON-HORSE SADDLES™ Gift Card which are charged at the time you place your order, not when your order is shipped). Some situations that may result in your order being canceled include limitations on quantities available for purchase, inaccuracies or errors in product or pricing information, or problems identified by our credit and fraud avoidance department. We may also require additional verifications or information before accepting any order. We will contact you if all or any portion of your order is canceled or if additional information is required to accept your order. If your order is canceled after your credit card (or other payment account) has been charged, we will issue a credit to your credit card (or other applicable payment account) in the amount of the charge.

Online Payments

You can purchase products and/or services on the Site. We accept payment via Wire Transfer or by PayPal. If a credit card account is being used for a transaction, IRON-HORSE SADDLES may obtain pre-approval for an amount up to the amount of the payment. If you enroll to make recurring payments automatically, all charges and fees will be billed to the credit card you designate during the setup process. If you want to designate a different credit card or if there is a change in your credit card, you must change your information online. This may temporarily delay your ability to make online payments while we verify your new payment information.

You represent and warrant that if you are making online payments that (i) any credit card information you supply is true, correct and complete, (ii) charges incurred by you will be honored by your credit card company, (iii) you will pay the charges incurred by you in the amounts posted, including any applicable taxes, and (iv) you are the person in whose name the card was issued and you are authorized to make a purchase or other transaction with the relevant credit card and credit card information.

Sales Tax

If your order includes taxable items, the shipping charge (if any) will only apply to the taxable items and may be subject to tax depending upon the state laws of the ship to location.

No sales tax is charged when buying gift cards. The appropriate sales tax will be charged on the purchase when the gift card is used.

Quantity Limits and Dealer Sales

IRON-HORSE SADDLES reserves the right, at our sole discretion, to limit the quantity of items purchased per person, per household or per order. These restrictions may be applicable to orders

placed by the same account, the same credit card, and also to orders that use the same billing and/or shipping address. We will provide notification to the customer should such limits be applied. Please note that certain orders constitute improper use of IRON-HORSE SADDLES and its services. We reserve the right, at our sole discretion, to refuse or cancel any order for any reason. Your account may also be restricted or terminated for any reason, at our sole discretion. IRON-HORSE SADDLES also reserves the right, at our sole discretion, to prohibit sales to dealers or resellers. For purposes of these Terms of Use, reselling shall be defined as purchasing or intending to purchase any product(s) from IRON-HORSE SADDLES for the purpose of engaging in a commercial sale of that same product(s) with a third party.

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Revisions; General

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Dispute Resolution; Arbitration Agreement.

We will work in good faith to resolve any issue you have with the Site, including products and services ordered or purchased through the Site, if you bring that issue to the attention of our customer service department. However, we realize that there may be rare cases where we may not be able to resolve an issue to a customer's satisfaction.

You and IRON-HORSE SADDLES agree that any dispute, claim or controversy arising out of or relating in any way to your use of the Site, including products and services ordered or purchased through the Site, shall be determined by binding arbitration instead of in courts of general jurisdiction. Arbitration is more informal than bringing a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, and is subject to very limited review by courts. Arbitration allows for more limited discovery than in court, however, we agree to cooperate with each other to agree to reasonable discovery in light of the issues involved and amount of the claim. Arbitrators can award the same damages and relief that a court can award, but in so doing, the arbitrator shall apply substantive law regarding damages as if the matter had been brought in court, including without limitation, the law on punitive damages as applied by the United States Supreme Court. You agree that, by agreeing to these Terms of Use, the U.S. Federal Arbitration Act governs the interpretation and enforcement of this provision, and that you and IRON-HORSE SADDLES are each waiving the right to a trial by jury or to participate in a class action. This arbitration provision shall survive termination of these Terms of Use and any other contractual relationship between you and IRON-HORSE SADDLES.

If you desire to assert a claim against IRON-HORSE SADDLES, and you therefore elect to seek arbitration, you must first send to IRON-HORSE SADDLES, by certified mail, a written Notice of your claim ("Notice"). The Notice to IRON-HORSE SADDLES should be addressed to: General Counsel, IRON-HORSE SADDLES, Inc., 3700 W. Juneau Ave., Milwaukee, WI 53208 ("Notice Address"). If IRON-HORSE SADDLES desires to assert a claim against you and therefore elects to seek arbitration, it will send, by certified mail, a written Notice to the most recent address we have on file or otherwise in our records for you. A Notice, whether sent by you or by IRON-HORSE SADDLES, must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand"). If IRON-HORSE SADDLES and you do not reach an agreement to resolve the claim within 30 days after the Notice is received, you or IRON-HORSE SADDLES may commence an arbitration proceeding or file a claim in small claims court. During the arbitration, the amount of any settlement offer made by IRON-HORSE SADDLES or you shall not be disclosed to the arbitrator. You may download or copy a form Notice and a form to initiate arbitration from the American Arbitration Association at www.adr.org. If you are required to pay a filing fee, after IRON-HORSE SADDLES receives notice at the Notice Address that you have commenced arbitration, it will promptly reimburse you for your payment of the filing fee, unless your claim is for more than US \$10,000. The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by these Terms of Use, and will be administered by the AAA. The AAA Rules and Forms are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by requesting them from us by writing to us at the Notice Address. The arbitrator is bound by the terms of these Terms of Use. All issues are for the arbitrator to decide, including issues relating to the scope and enforceability of these Terms of Use, including this arbitration agreement. Unless IRON-HORSE SADDLES and you agree otherwise, any arbitration hearings will take place in the county (or parish) of your billing address. (If you reside outside of the United States, any arbitration hearings will take place in your country of residence at a location reasonably convenient to you, but will remain subject to the AAA Rules including the AAA rules regarding the selection of an arbitrator). If your claim is for US \$10,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds US \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. If the arbitrator issues you an award that is greater than the value of IRON-HORSE SADDLES's last written settlement offer made before an arbitrator was selected (or if IRON-HORSE SADDLES did not make a settlement offer before an arbitrator was selected), then IRON-HORSE SADDLES will pay you the amount of the award or US \$1,000, whichever is greater. Except as expressly set forth herein, the payment of all filing, administration and arbitrator fees will be governed by the AAA Rules. Each party shall pay for its own costs and attorneys' fees, if any. However, if any party prevails on a statutory claim that affords the prevailing party attorneys' fees, or if there is a written agreement providing for payment or recovery attorneys' fees, the arbitrator may award reasonable fees to the prevailing party, under the standards for fee shifting provided by law.

YOU AND IRON-HORSE SADDLES AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and IRON-HORSE SADDLES agree otherwise, the arbitrator may not consolidate more than one person's claims with

your claims, and may not otherwise preside over any form of a representative or class proceeding. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim.

If this specific provision is found to be unenforceable, then (a) the entirety of this arbitration provision shall be null and void, but the remaining provisions of these Terms of Use shall remain in full force and effect; and (b) exclusive jurisdiction and venue for any claims will be in state or federal courts in Los Angeles, California.