

REGUPOL ZEBRA ATHLETICS

TERMS & CONDITIONS





REGUPOL ZEBRA ATHLETICS

TERMS AND CONDITIONS

1. Application

1.1 – The following terms and conditions of Regupol Zebra Athletics, LLC (“RZA”) govern the sale of all products to RZA customers (“Customer”). Acceptance by Customer of the products provided by RZA constitutes an express acceptance of these terms and conditions and a repudiation of any other inconsistent terms or conditions. Terms or conditions contained in any of Customer’s documents, including but not limited to orders and acknowledgments, that alter, differ from, or add to the terms and conditions herein shall not be accepted by RZA and such terms and conditions shall not constitute part of any agreement between the parties.

2. Prices, Payment Terms

2.1 – Unless otherwise agreed by RZA in writing, the prices for the products do not include transportation and insurance costs, special packaging and labeling requirements, nor any taxes relating in any way to the products, each of which shall be borne by Customer. RZA may change its prices at any time without prior notice to Customers. Payment by cash or credit card is due at time of order. Customer agrees that a monthly administrative and finance charge of 1.5% of any outstanding account balance, but not in excess of the lawful maximum, will be charged to Customer for any account having a balance remaining unpaid after 10 days of the due date. Customer agrees to pay RZA’s costs of collection, including attorneys’ fees, incurred in connection with the collection of any past due amounts.

3. Delivery

3.1 – Whenever possible RZA will, to the best of its ability, arrange transportation of purchased product to the address specified by the Customer at the time of sale. It is the responsibility of the customer to examine for damages all deliveries from RZA, if damage is present to some or all of the delivery it must be noted on ALL delivery receipts provided by the carrier at the time of delivery. Damages must be photographed, it is then the responsibility of the customer to notify RZA immediately.

While every effort is made to manage shipments in accordance to the timelines and directions of RZA Customers, RZA is not responsible if the delivery carrier, it’s associates or agents, fail to meet scheduled delivery appointments, deliver without an appointment, or without the ability to honor accessorial service requests. Further, RZA is not liable for any fees or charges relating to labor, contracting, lost time, lost revenue or wages, that may result from transportation related issues or occurrences.

3.2 – Address changes requested while product is in transit, or otherwise in the process of delivery will be charged to the customer.

3.3 – Unless arranged and confirmed with RZA at the time of sale, any accessorial charges incurred with the delivery carrier in the process of delivery, or at the point of delivery will be the sole responsibility of the Customer. This includes, but is not limited to, storage from delay of delivery, lift gate use, inside delivery, re-delivery, and waiting time at delivery.

3.4 – Although RZA assumes no liability for products damaged during transit, it will help Customers as much as it deems reasonably possible to recover any such damages from the carrier involved.



4. Limited Warranty

4.1 – RZA warrants that any products distributed by it shall be free from manufacturing defects under normal use and conditions for a period of one (1) year from the time of delivery.

4.2 – Extended Limited Warranty. All Zebra Mats manufactured in Germany have a 10-year limited warranty. RZA Products warrants that the above-mentioned products will be free from manufacturing defects under normal use and conditions for a period of ten (10) years from the time of delivery, or for such lesser period as the products manufacturer warrants its products. This warranty covers the mats up to 100% of the current online list pricing, for the first five (5) years. The sixth (6th) year 50%. And, the seventh (7th), eighth (8th), ninth (9th) and tenth (10th) 10%.

Additionally, RZA covers 100% of outgoing replacement related transportation costs. This is exclusively limited to replacement product and its maximum warranted value at the time of return, it is in no way transferable or otherwise applicable to the purchase of new, or new to the customer, product.

5. Limitation of Damages

5.1 – RZA is not liable for special, incidental, or consequential damages, for personal injuries, property damages, or lost profits, in connection with or arising out of any action, inaction, negligence, or strict liability of RZA relating in any way to the products or use of the products it provides even if RZA has been advised of the possibility of such potential loss or damage.

6. Proper Use

6.1 – Customer acknowledges the potential for injury to themselves or others involved in physical fitness, combat sport, or other activity involved in the use of RZA product and further agrees to use the products in a safe manner and in accordance with any instructions supplied to Customer by RZA.

7. Indemnification

7.1 – Customer shall indemnify and hold RZA harmless from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs, and expenses (including without limitation, attorneys' fees) imposed upon or incurred by or asserted against RZA that arise out of or are related to Customer's possession or use of RZA's products which are not the direct result of a proven breach of warranty by RZA as provided in Section 4 herein. Customer shall defend, at its sole cost and expense, any action brought against RZA as a result of any personal injury or property damage, and shall indemnify RZA for all costs (including attorneys' fees and expenses) incurred by RZA in defending any such claims or establishing its right to indemnification herein.

8. Performance Impossible

8.1 – Neither party shall be liable for failure or delay in performing under these Standard Terms and Conditions that is due to causes beyond its reasonable control, such as natural catastrophes, governmental acts or omissions, labor strikes, lockouts or other disturbances, war, riot, or difficulties in procuring labor or materials.

9. Governing Law and Jurisdiction.

9.1. Governing Law. The validity, construction, and interpretation of these Standard Terms and Conditions and all rights and duties of RZA and Customer arising hereunder shall be governed by the substantive laws of the State of Minnesota (without giving effect to the conflicts of laws principle thereof).

9.2 – Jurisdiction. Customer hereby irrevocably submits to the nonexclusive jurisdiction of any Minnesota state court or any U.S. federal court located in the State of Minnesota in any action or proceeding arising out of or relating to the relationship between RZA and Customer, and Customer hereby irrevocably agrees that all claims in respect of such action or proceeding may be



heard and determined in such court or courts. Nothing herein shall affect the right of RZA to bring any action or proceeding against Customer or its property or assets in the courts of any other jurisdictions. Customer hereby waives trial by jury in any judicial proceeding involving, directly or indirectly, any matter (whether sounding in tort, contract, or otherwise) in any way arising out of, related to, or connected with these standard terms and conditions.

10. Warning

10.1 – Read all product literature, including instructions and/or use tips, before using products. Use of products may require strenuous exercise and may lead to serious injury or death. Before using products, consult with physician to determine level of fitness. Do not use if injured, ill or fatigued. User assumes all risks of injury.

11. Notification of Breach

11.1 – In the event that a manufacturing defect is discovered and reported to RZA in writing, RZA will, at its sole option, repair the defect, replace the defective product, or refund to Customer the price paid for such product. RZA's obligation shall be limited to such repair, replacement, or refund. The Obligations of RZA under this limited warranty are the exclusive remedies for any breach of the warranty of products. Upon the discovery of facts which reasonably indicate that RZA has failed to perform its obligations or has negligently or otherwise breached a legal duty to Customer, Customer shall notify RZA of such in writing immediately upon discovery. The failure to give RZA the forgoing notice shall constitute an irrevocable waiver of all claims and causes of action which Customer may have against RZA and shall cause Customer to be barred from initiating any proceeding or action based upon such claims or causes of action. In no event shall Customer bring any action more than one year after the cause of action was discovered or could have been discovered.

12. Return Policy

12.1 – If, for any reason, you are not satisfied with any of Zebra's products, you may return product within 30 days of purchase for a refund. There is a restocking fee of 15% of the product purchase price for all products that are returned. Original shipping and handling costs are not refundable, and the customer is responsible for paying for return shipping costs. Product that has been damaged or customized in any way is not returnable. Rolled rubber can be returned in standard lengths of 25' and 50', per our return policy, any other lengths are considered custom and non-refundable. The only facility authorized to accept, and process returns is listed below, returns made to alternative locations will not be processed or otherwise honored.

11020 Holly Lane North

Dayton, MN 55369

Further, RZA requires a digital image of the damaged product, so an assessment can be made by Zebra as to the cause. In the event that the product return is related to circumstance covered under the RZA product warranty discussed in Section 4, the customer will be shipped new product at the expense of RZA.

12.2 – Warranty and Return questions can be resolved by using the below RZA contact points.

- Phone: 763.315.4920
- Toll-Free Phone: 800.989.8085
- Email: Support@ZebraAthletics.com
- Online: www.ZebraAthletics.com