

Terms and Conditions of Sale

- 1) **Takt Saddlery, Inc. (TÄKT®)** offers Buyers a seven-day saddle trial period (7-day trial) in which to evaluate in-stock saddles (stock) or made-to-order (custom) saddles. This 7-day trial begins when the Buyer receives the saddle (either by in-person delivery, or when the shipping carrier indicates the item has been delivered).
- 2) Full payment for goods must be received prior to delivery.
- 3) For custom orders, and where TÄKT® provides the Buyer with a Loaner Saddle, full payment is due at the time of order. If no Loaner Saddle is provided, a minimum of 50% of the custom saddle purchase price is due at time of order with the balance paid prior to saddle delivery.
- 4) For stock sales, full payment for goods must be received before the saddle is delivered. For credit card purchases, a Credit Card Authorization Hold will be utilized for the full value of the order. Credit card authorizations will either be captured for payment due, re-authorized as necessary, allowed to expire, or released.
- 5) Buyer must notify TÄKT® before the end of the 7-day trial.
 - A. For Both Stock and Custom Sales:
 - i. Buyer must notify TÄKT® via e-mail to info@taktsaddlery.com before the expiry of the 7-day trial.
 - ii. Buyer may submit this notification directly to their authorized TÄKT® fitter so long as the notice is timely, clear, and obvious.
 - iii. If Buyer does not properly notify TÄKT® of their decision by the expiry of the 7-day trial, the sale is considered completed and final.
 - B. For Stock Sales:
 - i. When Buyer is purchasing the saddle.
 - a. Where Buyer has paid by credit card, the Credit Card Authorization Hold amount will be captured for payment.
 - b. Once the Sale is completed, no refunds will be given.
 - c. Stock sales are final.
 - ii. When Buyer is not purchasing the saddle.
 - a. Buyer shall return the saddle before expiry of the 7-day trial period in new, resalable condition. Buyer will receive full purchase price less any deductions for damage, wear and tear, shipping costs, extended-use charges, bank credit card fees, or other fees.
 - b. Where Buyer has paid by credit card, TÄKT® will release the Credit Card Authorization Hold amounts back to the Buyers credit card less any deductions.
 - c. Where Buyer has paid by cash TÄKT® will issue a check for the amount paid, less any deductions within 14 calendar days of receiving the saddle.
 - d. Where Buyer has paid by check, TÄKT® will issue a check for the amount paid, less any deductions within 30 calendar days of receiving the saddle.
 - C. For Custom Saddle Sales:
 - i. When Buyer is keeping the custom saddle; the sale is final.
 - ii. When Buyer is not keeping the custom saddle; the Buyer will receive a Merchandise Credit towards a stock saddle or a new custom saddle. The Merchandise Credit will be equal to the purchase price paid so long as the saddle is returned to TÄKT® before the expiry of the 7-day trial and is in new, resalable condition.
 - iii. Buyer will be responsible for the cost of damages, wear and tear, excess use, blemishes, stains, missing parts, shipping fees, credit card fees, etc. and these costs will be deducted from the Merchandise Credit.
 - iv. Merchandise credits do not expire.
 - v. No refunds will be given. Merchandise Credits are full consideration for any and all claims.
- 6) Returning Saddles to TÄKT®:
 - A. It is the Buyer's responsibility to ensure the safe and timely return of all goods to TÄKT®.
 - B. Buyer must return the saddle in the same condition as when it was received. Buyer shall take before and after photos of the goods, documenting proof of condition at receipt and return.
 - C. When the Buyer returns the saddle in-person to their authorized TÄKT® fitter, it is the Buyer's responsibility to receive proof of delivery noting the date, time, condition of the saddle, and signature of the TÄKT® authorized fitter.
 - D. Where Buyer returns the saddle via postal / shipping carrier, TÄKT® will provide a Return Shipping Label with instructions. It is the Buyer's responsibility to protect the saddle with proper packaging to ensure shipping will not cause damage to the saddle. The saddle must be clean and in the same condition as when received.
 - E. The cost of shipping will be deducted from any funds due to the Buyer. Shipping costs are either \$100 per saddle or actual shipping cost plus \$50, whichever is greater.
 - F. Additional items shipped with Buyer's saddle (covers, girths, leather accessories, etc.), must be returned with the saddle or the full retail price of additional items will be deducted from any funds due to the Buyer.
 - G. The Buyer is responsible for the full purchase price of the saddle if it is lost or stolen while in the Buyers possession.
 - H. Buyer will be responsible for repair costs or depreciation costs due to damage. Damage includes, but is not limited to, blemishes, scratches, stains, dings, dents, excessive wear on any part of the saddle, torn leather, broken tree, etc.
 - I. Any saddle returned with damage so extreme as to make it unsaleable will become the property of the Buyer at the full purchase price.
 - J. The Trial Saddle should be stored safely in a climate-controlled environment, free from animals that may create gnawing or clawing damage.
 - K. Please ride only in standard riding breeches. Do not ride in any clothing with decorative pockets on the seat.
 - L. Use only clean saddle pads to keep the saddle free of sweat marks.
 - M. Do not apply cleaning products of any kind, use only a damp, non-abrasive cloth.
 - N. Keep saddle out of inclement weather.
 - O. Only store saddle on padded saddle racks.
- 7) The parties agree that the saddle model, size, and condition are as outlined herein. Photo documentation of saddle condition at time of delivery is required.

SADDLE DESCRIPTION

Serial Number: _____ Date Out: _____

Model / Description: _____ Date In: _____

NOTES / CONDITION OF SADDLE AT DELIVERY:

NOTES / CONDITION OF SADDLE AT RETURN:

**SELLER:
TAKT SADDLERY INC
24A TROLLEY SQ #1271
WILMINGTON DE, 19806**

**BUYER:
BUYER ADDRESS:**

By (Printed Name)

By (Printed Name)

Signed _____ Date

Signed _____ Date

Fitter Name / Phone Number

Buyer Phone Number

Sales Representative Email Address

Buyer Email Address

TÄKT® is a registered trademark of Takt Saddlery Inc.