

# . Terms & Conditions

- (1) **ORDER ACCEPTANCE:** Unique Jumpers. accepts and confirms your order for the items, goods and products described on the cover page of this confirmation of order. You agree to the terms and conditions of sale set forth on the cover page and as set forth herein below. No different additional terms are acceptable by Unique Jumpers. Unless agreed on in writing and signed by Unique Jumpers. These terms and conditions are exclusive and in lieu of all other terms and conditions appearing on buyer's order or elsewhere and apply to all quotations made and orders accepted by Unique Jumpers. Unless specifically stated to the contrary on the face of this confirmation of order. Unique Jumpers. is not responsible for typographical or clerical errors made in any quotations, literature, documents, orders or Unique Jumpers. publications.

(2) **PAYMENT TERMS:** Payment to Unique Jumpers shall be made as follows: Initial payment equal to 50% must be paid to Unique Jumpers at time of order to ensure a space on the production schedule. Orders without initial payment will not be placed on production schedule. The shipping date listed on the sales confirmation sheet will reflect the date the initial payment is received, consequently, additional day(s) may be added to the shipping date for each day(s) initial payment has not be received. Final payment(s) must be received no more than 24 hours prior to the listed shipping date on the sales confirmation sheet. Unique Jumpers will not be responsible for tracking final payment(s), thus responsibility falls on the part of the customer to keep track of shipping date(s) and make arrangements with Unique Jumpers. for final payment(s) receipt before date product is to be shipped out. All funds for payment shall be in U.S. dollars in the form of cash, cashier's check, money order, wire transfer, or credit card.

(3) **SHIPPING AND HANDLING:** The shipping date indicated on your sales confirmation sheet is a guesstimate of the time it takes to fulfill the order. In the event where initial payment or customer-supplied material(s) are delayed, completion of your order may be also be postponed accordingly. Unique Jumpers uses the services of several carriers to handle the delivery of their products. Whenever possible Unique Jumpers will pass on the discounts afforded to them for the benefit of the customer. Unless another carrier is timely specified and arranged by the customer, Unique Jumpers will use, at its convenience, a reasonable carrier to get the product(s) to the customer. Unique Jumpers cannot be held responsible for delays in shipping due to unforeseen circumstances such as but not limited to weather, fire, flood, earthquake, union strikes, freight embargoes and/or acts of governments. All costs and expenses relating to shipment, including insurance, customs expenses, duties, taxes, etc. shall be the sole responsibility of the customer. Shipments requiring special handling such as a lift gate style truck for unloading Unique Jumpers products may be subject to additional charges. In cases where

the buyer chooses to pick up product at the Unique Jumpers warehouse, buyer must do so, during regular business hours, by inspecting and signing for receipt.

(4) **LIMITED WARRANTY:** Unique Jumpers. provides the customer a limited repair and replacement warranty and agrees and warrants only that the products, identified by category below, will be fit for their intended purpose, merchantable, and without material defect in workmanship and materials for the period and types of products specified as follows:

(a) Inflatables manufactured by Unique Jumpers: Three (2) years warranty on all jumpers, slides and interactive games and One (1) year warranty on all water products from date of purchase.

(b) Pieces and Parts ordered from Unique Jumpers: Thirty (30) days from date of purchase.

All requests of the customer for warranty work and replacements are subject to product inspection at Unique Jumpers's factory. The customer must ship the products to Unique Jumpers. at the customer's expenses. Ordinary wear and tear will not invalidate Unique Jumpers's limited warranty, but misuse, improper handling or storage, improper repairs, improper maintenance and care, or accidental, abusive or negligent treatment of the product will invalidate Unique Jumpers's warranty. The customer must use stakes, tie-downs and ground covers at all times to ensure the safety of users and the equipment. This warranty is not a guarantee that the product will not through use, handling and storage develop tears or punctures from time to time, the repair of which is the responsibility of the customer. If a returned product is evaluated and found defective, and the warranty for such product is in force, Unique Jumpers. will bear the cost of shipping the repaired or replacement product to the customer; otherwise, all shipping costs will be borne solely by the customer. No statement, remark or representation of any employee or agent of Unique Jumpers may vary this Limited Warranty unless in writing and signed by the President of Unique Jumpers.

(5) **INSPECTION:** IT IS IMPORTANT TO CHECK ALL ORDERS IMMEDIATELY WHEN RECEIVED BECAUSE ALL SALES ARE FINAL. The customer shall inspect the product(s) the same day as receipt date and shall notify Unique Jumpers. in writing of any claims, including claims of breach of warranty, within three (3) business days, using certified mail, after the customer discovers facts upon which the claim is based. Failure of the customer to give written notice of a claim within the inspection time period shall be

deemed to be a waiver of a claim for defective products and conclusive proof that the customer received the product(s) without defect(s).

(6) **TAXES:** All charges are subject to federal, state and local taxes if applicable at the point of delivery. Customer shall pay such taxes imposed on this order, and all penalties and interest, if any, accrued therewith.

(7) **DISCLAIMER:** The provisions of paragraph 5 is Unique Jumpers's sole obligation and Unique Jumpers. excludes all other remedies or warranties of merchant ability and fitness for a particular purpose, and all warranties arising from the course of dealing or usage and customs of the trade, whether or not said purposes or specifications are described herein. Unique Jumpers further disclaims any responsibility whatsoever to the customer or to any other person for injury to person or damage to or loss of property or value caused by any product which has been subjected to misuse, negligence, or accident, misapplication, unauthorized modification, improper maintenance and/or installation.

(8) **LIMITATION OF LIABILITY:** Under no circumstances shall Unique Jumpers. be liable for any incidental, consequential, punitive, reliance, delay or special damages, losses or expenses arising from this confirmation of order or Unique Jumpers's customer's performances or nonperformance, or in connection with the use of, or inability to use, the goods for any purpose whatsoever. Notwithstanding the limitations and exclusions of paragraphs 7 and 8, Unique Jumpers. shall not be responsible for damages to any person or entity, including but not limited to the customer and customer's customers, for an amount paid by buyer for the products ordered and confirmed by this confirmation order.

(9) **PRODUCT TOLERANCES:** All weights and dimensions, in regards to products sold by Unique Jumpers., are stated in the literature or instruction material. These figures are approximate and within industry tolerances.

(10) **TRADEMARKS AND COPYRIGHTS:** Trademarks, logos, product names, literature, artwork, designs, and photographs are solely used for the purpose of creating products and are exclusively owned and part of Unique Jumpers. Any illegal use of any of these items constitute a copyright infringement and is punishable by law. Unique Jumpers makes no warranty that the goods will be delivered free of the rightful claim of any third party by way of infringement or the like. If Unique Jumpers determines, in its sole discretion, that making, using, or selling the goods would result in the infringement

of any patent, Unique Jumpers. reserves the right to cease manufacturing and/or shipping the product, without liability to customer.

(11) **MODIFICATIONS:** Prices are subject to adjustment if customer requests changes in specifications, quantities, or delivery requirements. All paragraphs of this Confirmation of Order shall apply to the goods to which such changes apply, and no modification of the terms and conditions hereof shall be binding on Unique Jumpers. unless contained in a writing signed by Unique Jumpers. and expressly stating both that such terms are being modified and the nature of such modification. This order cannot be changed within the two (2) week period prior to the projected shipment date unless Unique Jumpers. and the customer mutually agree to an appropriate change order fee and an appropriate new shipment date, if applicable. Customer needs to notify the sales associate if the unit(s) is to be made using Fire Retardant vinyl, in which case additional charges may apply.

(12) **CANCELLATION:** Customer may cancel the order within 48 hours for a full refund of the deposit. No refund shall be given after the 48 hours period and the buyer will be responsible for remaining balance. Unique Jumpers at its discretion, has the right to withhold initial payment(s) made by customer to use as remedy for production readjustment and associated costs.

(13) **USE AND INDEMNIFICATION:** "Customer" (person, company or entity purchasing the inflatable product or device), is solely responsible for the manner of use of the products and other equipment purchased from Unique Jumpers. "Customer" is solely responsible for all signage, labels, and warnings to consumers or other users of the products and equipment, and or any and all other acts necessary, including user warnings and limitations (e.g., weight, height, age, number of participants, and medical condition limitations), to ensure the safety of the users. "Unique Jumpers" acknowledges that they received, read and fully understand all necessary instructions for the safe setup and operation of their Unique Jumpers. inflatable product or device. "Customer" agrees to operate their Unique Jumpers inflatable product or device according to the instructions established by Unique Jumpers. "Customer" agrees to operate their inflatable product or device according to all state and local requirements. "Customer" agrees to train any person(s) operating the inflatable product or device in the safe operation of the inflatable product or device including safe handling of emergency situations. "Customer" shall use stakes, tie-downs, and other applicable devices necessary to ensure the safety of the users and the general public. "Customer" agrees to indemnify, hold harmless and defend Unique Jumpers and Unique Jumpers. insurers from actions and claims of third parties, including customers of "Customer" and users of the goods and products sold to "Customer", arising out of or in connection with the use of the goods and products herein

described or resulting from the breach of the provisions in this Confirmation of Order by Buyer. In the event Unique Jumpers is required to commence an action to enforce this provision, Buyer shall pay all of Unique Jumpers's legal costs and expenses.

(14) **INTEGRATION:** There are no representations, warranties or conditions, expressed or implied, statutory or otherwise except those herein contained, and no agreements or waivers collateral hereto shall be binding on either party unless in writing and signed by customer and accepted by Unique Jumpers. This Confirmation of Order contains all of the promises, warranties, terms and conditions of the agreement between the parties and supersedes any and all oral or implied promises, undertakings and prior agreements.

(15) **GOVERNING LAW, JURISDICTION AND VENUE:** In the event of litigation between the parties concerning the order or any product shipped to the customer hereunder, the laws of California, U.S.A, shall govern such action. Venue shall be in State of California, and the action shall be brought in the California or federal courts of appropriate jurisdiction.