**DeadBall Entertainment, LLC Terms and Conditions**

**1. Acceptance:** We accept and confirm 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 DeadBall Entertainment, LLC. Unless agreed on in writing and signed by DeadBall Entertainment, LLC. 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 DeadBall Entertainment, LLC. Unless specifically stated to the contrary on the face of this confirmation of order. DeadBall Entertainment, LLC is not responsible for typographical or clerical errors made in any quotations, orders or DeadBall Entertainment, LLC publications.

**2. Payment:** Payment shall be made as follows: Buyer must make a 50% deposit on the price of each custom made item or each item not currently in stock at the time of Buyer's return of this Confirmation of Order. The balance is due prior to the date of shipping the item, which date will be provided to Buyer by DeadBall Entertainment, LLC on the cover page as soon as possible. For orders of equipment and items in stock, payment shall accompany Buyer's return of this Confirmation of Order. All funds for payment shall be in U.S. dollars in the form of cashier's check, money order, or wire transfer. Deposits, but not final payment, may be made in the form of Buyer's check, payable to DeadBall Entertainment, LLC. Shipments will not be made C.O.D. DeadBall Entertainment, LLC may refuse to manufacture any item unless payment in full is first received whenever, in the sole discretion of DeadBall Entertainment, LLC, there is doubt as to Buyer's ability to pay.

**3. Shipment:** The goods shall be shipped F.O.B. carrier DHL China. All risk of loss passes to Buyer when DeadBall Entertainment, LLC delivers the order, or any portion thereof, to the carrier. If Buyer does not specify a preferred method of shipment, DeadBall Entertainment, LLC shall exercise sole discretion in selecting a method of shipment. DeadBall Entertainment, LLC uses the major common carriers and delivery services and, for foreign orders, freight forwarders. All costs and expenses relating to shipment, including insurance, customs expenses, duties, taxes, etc. shall be the sole responsibility of Buyer. DeadBall Entertainment, LLC generally will ship freight collect. Shipments will be insured at Buyer's expense unless otherwise specified, and DeadBall Entertainment, LLC assumes no responsibility for placing of valuation upon shipment unless requested to do so by Buyer. Partial shipments of any order from Buyer may be made by DeadBall Entertainment, LLC in order to facilitate the earliest possible delivery of the item ordered; provided, however, that partial shipment shall not be made unless DeadBall Entertainment, LLC has been paid in full for the entire order.

**4. Delivery:** The projected delivery date is a DeadBall Entertainment, LLC reasonable estimate, based on current and anticipated factory loads, of when the order will be shipped. DeadBall Entertainment, LLC shall not be liable for damage or for delay in delivery arising from causes beyond its control and without its fault or negligence including, but not limited to, acts of God, acts of government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes or delays, and severe weather. If the delay is caused by the delay or default of the subcontractor, Who ever manufacturers the item in question, and if such delay arises from causes beyond the control of either DeadBall Entertainment, LLC or the subcontractors, DeadBall Entertainment, LLC shall not be liable to Buyer in damages.

**5. Limited Warranty:** DeadBall Entertainment, LLC provides Buyer a limited repair warranty through DeadBall Entertainment, LLC 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 DeadBall Entertainment, LLC: One (1) year warranty on Tunnels from date of purchase only. b. Pieces and Parts ordered from DeadBall Entertainment, LLC: Thirty (30) days from date of purchase. c. Other Equipment (not manufactured by DeadBall Entertainment, LLC): No warranty of any kind is extended by DeadBall Entertainment, LLC, but DeadBall Entertainment, LLC will, to the extent it can legally and contractually do so, assign to Buyer, at Buyer's request, all warranties on such Other Equipment, if any, offered by the manufacturer or supplier of such Other Equipment. A product shall not be considered defective if it is a different color than shown in DeadBall Entertainment, LLC catalogue or Website and no warranty is made relating to color. All requests of Buyer for warranty work and replacements are subject to product inspection at DeadBall Entertainment, LLC office in St. Cloud, Florida. Buyer must ship the products to DeadBall Entertainment, LLC at Buyer's expenses. Ordinary wear and tear will not invalidate DeadBall Entertainment, LLC 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 DeadBall Entertainment, LLC warranty. Buyer 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 Buyer. If a returned product is evaluated and found defective, and the warranty for such product is in force, DeadBall Entertainment, LLC will bear the cost of shipping the repaired or replacement product to Buyer; otherwise, all shipping costs will be borne solely by Buyer. No statement, remark or representation of any employee or agent of DeadBall Entertainment, LLC may vary this Limited Warranty unless in writing and signed by the President of DeadBall Entertainment, LLC.

**6. Inspection:** Buyer shall inspect the product(s) promptly after receipt and shall notify DeadBall Entertainment, LLC in writing of any claims, including claims of breach of warranty, within fifteen (15) days after Buyer discovers or should have discovered the facts upon which the claim is based. Failure of Buyer to give written notice of all claims within the inspection time period shall be deemed to be a waiver of a claim for defective products, a waiver of the right to reject the goods, and conclusive proof that the product(s) were received by Buyer without defect(s).

**7.Disclaimer:** The provisions of paragraphs 5 are DeadBall Entertainment, LLC sole obligation. 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. DeadBall Entertainment, LLC further disclaims any responsibility whatsoever to buyer 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: Or misapplied: Or modified or repaired by unauthorized persons: Or improperly installed or maintained.

**8. Limitation of Liability:** Under no circumstances shall DeadBall Entertainment, LLC be liable for any incidental, consequential, punitive, reliance, delay or special damages, losses or expenses arising from this confirmation of order or DeadBall Entertainment, LLC buyer's performances or nonperformance, or in connection with the use of, or inability to use, the goods for any purpose whatsoever. In any and all events, if DeadBall Entertainment, LLC is found liable for damages. Notwithstanding the limitations and exclusions of paragraphs 7 and 8, DeadBall Entertainment, LLC shall not be responsible for damages to any person or entity, including but not limited to buyer and buyer's customers, for an amount paid by buyer for the products ordered and confirmed by this confirmation order.

**9. Tolerances:** All dimensions stated in the catalogues, website or elsewhere pertaining to products sold by DeadBall Entertainment, LLC are approximate and within industry tolerances.

**10. Patents:** DeadBall Entertainment, LLC 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 DeadBall Entertainment, LLC determines, in its sole discretion, that making, using, or selling the goods would result in the infringement of any patent, DeadBall Entertainment, LLC reserves the right to cease manufacturing and/or shipping the product, without liability to Buyer.

**11. Modifications:** Prices are subject to adjustment if buyer 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 here of shall be binding on DeadBall Entertainment, LLC unless contained in a writing signed by DeadBall Entertainment, LLC 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 DeadBall Entertainment, LLC and Buyer mutually agree to an appropriate change order fee and an appropriate new shipment date, if applicable.

**12. Cancellation:** Buyer may cancel the order within 72 hours for a full refund of the deposit. No refund shall be given after the 72 hour period and the buyer will be responsible for remaining balance.

**13. Returns Policy:** For any item purchased from DeadBall Entertainment, LLC (other than an inflatable product) and returned for reasons unrelated to a warranty claim, a restocking fee of twenty-five percent (25%) of the price of the item(s) returned will be paid by Buyer. This does not pertain to custom built items.

**14. Taxes:** All charges are subject to the federal, state and local taxes, if any, pertinent at the point of delivery. Buyer shall pay such taxes imposed on this order, and all penalties and interest, if any, accrued therewith.

**15. Interpretation:** The rights and liabilities arising out of this contract with DeadBall Entertainment, LLC shall be determined under the Uniform Commercial Code as enacted in Florida without application of choice of law rules or the United Nations Convention on Contracts for the Sale of goods (as to foreign shipments).

**16. Effect of Breach on Risk of Loss:** Breach of this contract by DeadBall Entertainment, LLC shall have no effect on the provisions controlling the risk of loss of the goods, and Sections 2A-510(1) and 2A-510(2) of the Uniform Commercial Code shall have no effect on this Confirmation of Order.

**17. Use and Indemnification:** "Buyer" (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 DeadBall Entertainment, LLC. "Buyer" 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. "Buyer" acknowledges that they received, read and fully understand all necessary instructions for the safe setup and operation of their DeadBall Entertainment, LLC inflatable product or device. "Buyer" agrees to operate their DeadBall Entertainment, LLC inflatable product or device according to the instructions established by DeadBall Entertainment, LLC. "Buyer" agrees to operate their inflatable product or device according to all state and local requirements. "Buyer" 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. "Buyer" shall use stakes, tie-downs, and other applicable devices necessary to ensure the safety of the users and the general public. "Buyer" agrees to indemnify, hold harmless and defend DeadBall Entertainment, LLC. Insurers from actions and claims of third parties, including customers of "Buyer" and users of the goods and products sold to "Buyer", 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 DeadBall Entertainment, LLC is required to commence an action to enforce this provision, Buyer shall pay all of DeadBall Entertainment, LLC legal costs and expenses.

**18. Integration:** There are no representations, warranties or conditions, express 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 Buyer and accepted by DeadBall Entertainment, LLC. 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. 19. Governing Law, Jurisdiction and Venue: In the event of litigation between the parties concerning the order or any product shipped to Buyer hereunder, the laws of Florida, U.S.A, shall govern such action. Venue shall be in Osceola County, Florida, and the action shall be brought in the Florida or federal courts of appropriate jurisdiction.

Initial \_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_ by initialing and dating this document, you agree to the terms and conditions of DeadBall Entertainment, LLC.