



J.D. INFLATABLE ADVERTISING, INC. TERMS & CONDITIONS OF SALE

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Payment: Custom products require a 50% non-refundable down payment on the date of order confirmation unless otherwise negotiated. Remaining payment will be due prior to shipping of product and/or date of final invoice. Buyer's obligation to pay outstanding invoices and all other amounts is absolute and unconditional and is not subject to any abatement, reduction, set-off, defense, counterclaim, interruption, deferment or recoupment for any reason whatsoever. Balances remaining unpaid at due date are subject to a interest charge of 12% per year or the highest rate permitted by law, whichever is lower, until paid. Any discounts, rebates, administrative fees, credits, or other fees due or owed to Buyer will be applied against delinquent balances before payment or reimbursement is made.

Any disputed amounts should be reported immediately and remitted with the undisputed amount by the payment due date. If J.D. Inflatables agrees with the billing dispute, J.D. Inflatables will credit Buyer the amount of the agreed-upon billing dispute. All billing disputes must be made within six (6) months of the applicable invoice date or will be deemed to be waived.

J.D. Inflatables reserves the right in its sole discretion to require prepayment from any Buyer at any time and may refuse to sell and/or withhold further shipment until all overdue balances are made current. Buyer shall be liable for and shall reimburse J.D. Inflatables for all costs and expenses it may incur in connection with collection of any amounts owed to J.D. Inflatables or enforcement of its rights, including without limitation, reasonable attorneys' fees and expenses, court costs, and cost of collection agencies.

Delivery: J.D. Inflatables will make a good faith effort to complete delivery of the products as indicated by J.D. Inflatables in writing, but J.D. Inflatables assumes no responsibility or liability and will accept no back charge for loss or damage due to delay or inability to deliver, whether or not such loss or damage was made known to J.D. Inflatables, including, but not limited to, liability for J.D. Inflatables non-performance caused by acts of God, war, labor difficulties, accidents, inability to obtain materials, delays of carriers, contractors or suppliers or any other causes of any kind whatever beyond the control of J.D. Inflatables. Under no circumstances shall J.D. Inflatables be liable for any special, consequential, incidental, indirect, or liquidated damages, losses, or expense (whether or not based on negligence) arising directly or indirectly from delays or failure to give notice of delay.

Warranty: THE BUYER'S SOLE AND EXCLUSIVE WARRANTY, IF ANY, IS THAT PROVIDED BY THE PRODUCT'S MANUFACTURER. J.D. INFLATABLES WARRANTS "ADVERTISING DISPLAY PRODUCTS" ONLY, TO BE FREE FROM MANUFACTURER'S DEFECT UPON ARRIVAL UNLESS OTHERWISE STATED AND NOTED IN WRITING ON AN INVOICE FROM J.D. INFLATABLES. WARRANTIES BECOME NULL AND VOID UNDER THE CIRCUMSTANCE OF MISTREATMENT OR NEGLIGENCE OF THE PRODUCT. UNDER NO CIRCUMSTANCES, AND IN NO EVENT, WILL J.D. INFLATABLES BE LIABLE FOR PERSONAL INJURY OR PROPERTY DAMAGE OR ANY OTHER LOSS, DAMAGE, COST OF REPAIRS OR INCIDENTAL, PUNITIVE, SPECIAL, CONSEQUENTIAL, OR LIQUIDATED DAMAGES OF ANY KIND, WHETHER BASED UPON WARRANTY, CONTRACT, STRICT LIABILITY, NEGLIGENCE, WEATHER, ACT OF GOD OR ANY OTHER CAUSE OF ACTION ARISING IN CONNECTION WITH THE DESIGN, MANUFACTURE, SALE, TRANSPORTATION, THIRD PARTY INSTALLATION, USE OR REPAIR OF THE PRODUCTS SOLD BY J.D. INFLATABLES. BUYER HEREBY ACKNOWLEDGES AND AGREES THAT UNDER NO CIRCUMSTANCES, AND IN NO EVENT, SHALL J.D. INFLATABLES LIABILITY, IF ANY, EXCEED THE NET SALES PRICE OF THE DEFECTIVE PRODUCT(S); NO ADDITIONAL ALLOWANCE SHALL BE MADE FOR THE LABOR OR EXPENSE OF REPAIRING OR REPLACING DEFECTIVE PRODUCTS OR WORKMANSHIP OR DAMAGE RESULTING FROM THE SAME. EXCEPT AS EXPRESSLY SET FORTH IN THIS PARAGRAPH, ALL PRODUCTS AND/OR SERVICES PROVIDED BY J.D. INFLATABLES AND ITS EMPLOYEES AND AGENTS ARE PROVIDED "AS IS," "WHERE IS," AND "WITH ALL FAULTS."

Indemnification: All Products manufactured / distributed by J.D. Inflatables are solely intended for advertising and display purposes. J.D. Inflatables shall not be responsible for any losses or damages sustained by the Buyer or any other person as a result of improper installation or misapplication of the products. Buyer shall defend, indemnify and hold harmless J.D. Inflatables and its agents and employees against any loss, damage, claim, suit, liability, judgment or expense (including, without limitation, attorney's fees) arising out of or in connection with any injury, disease or death of persons (including, without limitation, Buyer's employees and agents) or damage to or loss of any property or the environment, or violation of any applicable laws or regulations resulting from or in connection with the sale, transportation, installation, use, or repair of the products by Buyer or of the information, designs, services or other work supplied to Buyer, whether caused by the concurrent and/or contributory negligence of Buyer, J.D. Inflatables, or any of their agents, employees or suppliers. The obligations, indemnities and covenants contained in this paragraph shall survive the consummation or termination of this transaction.

Inspection and Acceptance: Claims for damage, shortage or errors in shipping must be reported within seven (7) days following delivery to the products End User. Buyer shall have seven (7) days from the date End User receives any products to inspect such products and services for defects and nonconformance which are not due to damage, shortage or errors in shipping and notify J.D. Inflatables, in writing, of any defects, nonconformance or rejection of such products. After such seven (7) day period, Buyer shall be deemed to have irrevocably accepted the products, if not previously accepted. After such acceptance, Buyer shall have no right to reject the products for any reason or to revoke acceptance. Buyer hereby agrees that such seven (7) day period is a reasonable amount of time for such inspection and revocation. Buyer shall have no right to order any change or modification to any product or service previously ordered by Buyer or its representatives or cancel any order without J.D. Inflatables written consent and payment to J.D. Inflatables of all charges, expenses, commissions and reasonable profits owed to or incurred by J.D. Inflatables. Specially fabricated or ordered items may not be canceled or returned, and no refund will be made. The sole and exclusive remedy for merchandise alleged to be defective in workmanship or material will be the replacement of the merchandise subject to the manufacturer's inspection and warranty.

Taxes: The amount of any sales, excise or other taxes, if any, applicable to the products shall be added to the purchase price and shall be paid by Buyer unless Buyer provides J.D. Inflatables with an exemption certificate acceptable to the taxing authorities. Any taxes which J.D. Inflatables may be required to pay or collect under any existing or future law, upon or with respect to the sale, purchase, delivery, storage, processing, use or consumption of any of the products, including taxes upon or measured by the receipts from the sale thereof, shall be for the account of the Buyer, who shall promptly pay the amount thereof to J.D. Inflatables upon demand.

Severability: These terms and conditions of sale shall not be construed against the party preparing them, but shall be construed as if all parties jointly prepared these terms and conditions of sale and any uncertainty or ambiguity shall not be interpreted against any one party. If any provision hereof is held to be illegal, invalid or unenforceable under any present or future laws, such provision shall be fully severable and the terms and conditions herein shall be construed and enforced as if such illegal, invalid or unenforceable provision had never been made a part hereof. The remaining provisions herein shall remain in full force and effect and shall not be affected by such illegal, invalid or unenforceable provisions or by their severance herefrom.

Non-Waiver: J.D. Inflatables failure to insist upon the strict performance of any term or condition herein shall not be deemed a waiver of any of J.D. Inflatables rights or remedies hereunder, nor of its right to insist upon the strict performance of the same or any other term herein in the future. No waiver of any term or condition hereunder shall be valid unless in writing and signed by J.D. Inflatables Branch Manager.

Entire Agreement: This document constitutes the entire, complete, and exclusive agreement between the parties with respect to the subject matter hereof and contains all the agreements and conditions of sale; no course of dealing or usage of the trade shall be applicable unless expressly incorporated herein. The terms and conditions contained herein may not be added to, modified, superseded or otherwise altered except by a written modification signed by J.D. Inflatables Branch Manager. All transactions shall be governed solely by the terms and conditions contained herein.

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