

**XTREME JUMPERS & SLIDES, INC.
GENERAL PROVISIONS OF SALE**

DEFINITIONS. As used herein, the following definitions apply unless otherwise specifically stated:

- a. "Agreement", "Contract", "offer", "order" or "purchase order", means this contractual instrument including change notices, supplements, amendments, or modifications hereto.
- b. "Seller" or "Supplier" means **Xtreme Jumpers & Slides, Inc.**
- c. "Buyer" means the entity identified on the quote or purchase order or other contractual agreement for the purchase from Seller of Goods and/or Services.
- d. "Goods", "supplies", or "items" means those part numbers, model numbers and/or descriptions as set forth on the face of the quote or order.
- e. "Services" means any effort supplied by Seller incidental to the sale of Goods by Seller under this order including, without limitation, consulting and business operations support services. The term "Services" shall also include any description of work included on any quote or order made hereunder.

FORMATION OF CONTRACT. This Contract is Seller's offer to provide the Goods and/or Services described in this offer. Acceptance is strictly limited to the terms and conditions in this offer. Unless specifically agreed to in writing by Seller, Seller objects to, and is not bound by, any term or condition that differs from or adds to this offer, including those that may appear on Buyer's order. Any purchase order issued by Buyer must be accepted in writing by Seller and is subject to these General Provisions of Sale.

DELIVERY, TITLE, AND RISK OF LOSS. Title to and risk of loss of all Goods sold hereunder by Seller shall pass to Buyer upon Buyer's pick up of Goods at Seller's location or warehouse. In the event that Seller ships Goods to Buyer, title to and risk of loss of all Goods shall pass to Buyer upon Seller's delivery F.O.B. carrier, including a common carrier or warehouse, as hereinafter provided. All costs and expenses related to the shipment of any order, or part thereof, will be the sole responsibility of the Buyer. These include, but are not limited to, insurance, brokerage fees, taxes, duties, customs fees, inspection fees, etc. Whenever transportation rates and carrier's liability for damage depend upon the value of the shipment as declared by shipper, Seller will declare such value as will entitle Buyer to have Goods shipped at the lowest permissible transportation rates unless otherwise instructed in writing by Buyer. Buyer will furnish written shipping instructions for all Goods as promptly as possible. In the absence of such instructions for all Goods Seller may do either of the following for the account and at the expense and risk of Buyer:

- (a) arrange for shipment of the Goods by carrier of its own selection;
- (b) to Buyer's place of business or other destination reasonably believed to be suitable, or
- (c) warehouse the Goods. Buyer will not hold Seller liable for loss or damage attributed to negligence either in selection of the carrier or the warehouse or in agreeing with either of them to contract terms on Buyer's behalf.

PAYMENT. Unless provided otherwise on the invoice, payment shall be made by Buyer to Seller in United States Dollars and shall be made as follows: Buyer must make a 50% deposit on each order. Seller will advise Buyer of acceptable forms of payment at the time of the order. The balance is due prior to the date the manufacturer initiates shipment which date will be provided by Seller to Buyer when available. Seller

may accelerate the terms of payment without prior notice if Buyer fails to pay when due any amount Buyer owes under any agreement with Seller. Buyer's failure to make perfect tender of any payment when due shall be deemed a fundamental breach of this order. To secure payment of the purchase price of the Goods sold hereunder, Buyer hereby grants to Seller a continuing security interest in the Goods and in the proceeds of any subsequent resale.

EXCUSABLE DELAYS. Buyer acknowledges that the delivery dates herein are based on the assumption that there will be no delay due to causes beyond the reasonable control of Seller. Seller shall not be charged with any liability for delay or nondelivery when due to force majeure, acts or omissions of the Buyer, delays of suppliers, acts of the public enemy, terrorism, war, compliance in good faith with any applicable foreign or domestic governmental statute, law, regulation, or action which has the force or effect of law and whether or not proven to be invalid; fires, riots, labor disputes, unusually severe weather, or any other cause beyond the reasonable control of Seller. To the extent that such causes actually retard deliveries on the part of Seller, the time for performance shall be extended for as many days beyond the date thereof as is required to obtain removal of such causes. This provision shall not, however, relieve Seller from using its best efforts to avoid or remove such causes and continue performance with reasonable dispatch whenever such causes are removed.

TAXES. In addition to the agreed contract price of the Goods and/or Services any and all taxes (not including any income or excess profit taxes) which may be imposed by any domestic or international taxing authority, arising from the Goods and/or Services and for which Seller may be held responsible for collection or payment, either on its own behalf or that of Buyer, shall be paid by Buyer to Seller on Seller's demand.

INDEPENDENT RELATIONSHIP. The relationship between Buyer and Seller shall be that of an independent contractor for all purposes, and in no event shall persons employed by either party be held or construed to be employees or agents of the other.

ASSIGNMENT. No right or interest in this order shall be assigned by Buyer without the prior written permission of Seller. Notwithstanding anything to the contrary in this order, the Seller may, without prior written consent and without recourse to Seller, assign this order or the rights and duties hereunder, in whole or in part, to any division, subsidiary or affiliate of Seller, or to any successor entity or to any entity with which the Seller may merge or consolidate or to whom all or substantially all of Seller's assets used for this order may be sold or transferred.

BUYER'S FINANCIAL STATUS. If before completion of performance of this order by Seller a receiver or trustee is appointed for any of Buyer's property, or Buyer be adjudicated a bankrupt, or application for reorganization under the Bankruptcy Act be filed by or against Buyer which shall not be dismissed within thirty (30) days, or if Buyer becomes insolvent or makes an assignment for the benefit of creditors or takes, or attempts to take, the benefit of any insolvency acts, or an execution be issued pursuant to a judgment rendered against Buyer, or should Buyer be unable or refuse to make payment to Seller in accordance with any of its obligations to Seller, Seller may at its option in any of such events terminate this order by giving to Buyer a written notice. Upon such termination Seller shall be relieved of any further obligation to Buyer, and Buyer shall reimburse Seller the Seller's termination costs and expenses and a reasonable allowance for profit.

ACCESS TO WAREHOUSE AND PROPERTIES. Buyer shall comply with all the rules and regulations established by Seller for access to and activities in and around premises controlled by Seller.

INSPECTION: In the event that Seller ships Goods to Buyer by common

carrier, Buyer shall inspect all products in their entirety promptly after receipt and shall notify Seller in writing immediately of any claims against the common carrier. Failure of Buyer to give written notice of any shipping damage to the Goods shall be deemed to be a waiver of a claim for a damaged product, a waiver of the right to reject the Goods, and conclusive proof that all the Goods were received by Buyer without damage or defect.

WARRANTY DISCLAIMER. EXCEPT AS WHAT MIGHT APPEAR ON SELLER'S INVOICE, SELLER OFFERS NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND SELLER DISCLAIMS AND BUYER HEREBY WAIVES ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR DEMAND IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND PATENT INFRINGEMENT) STRICT LIABILITY OR OTHERWISE WITH RESPECT THERETO. In no event shall Seller be liable for any indirect, punitive, incidental, consequential or special damages.

LIABILITY LIMITATION. Seller's liability and Buyer's sole and exclusive remedy, whether at law or at equity, shall be limited to monetary damages in the maximum amount of the price allocable in this Contract to any Good or Service alleged to be the cause of any loss or damage to the Buyer whether founded in contract, tort (including negligence) or strict liability arising out of, or resulting from: (a) this Contract or the performance or breach thereof, (b) the design, installation, manufacture, delivery, sale, repair, maintenance, replacement or use of any such Good, or (c) the furnishing of any such Service. In no event shall Seller have any liability for any indirect, punitive, incidental, consequential, or special damages.

INDEMNIFICATION. Buyer shall have no recourse against Seller, whether by way of any suit or action, for any liabilities, damages, losses, expenses, claims, actions and judgments, including all costs, and expenses incident thereto, that Buyer may suffer or incur at any time, by reason of Buyer's use of Goods, Services or information provided by Seller hereunder. Buyer agrees to defend, indemnify, and hold Seller, its owners, shareholders, officers, directors, agents and employees harmless from and against any and all liabilities, damages, losses, expenses, claims, actions and judgment, including all costs, legal and attorney's fees, and expenses incident thereto, which may be suffered by, accrued against, be charged to or recoverable from Seller, its owners, shareholders, officers, directors, agents or employees, by reason of loss of or damage to property, or injury to or death of any persons arising out of, or in any way connected with the providing of, or the use or implementation of the Goods, Services, or any information provided under this order.

INTELLECTUAL PROPERTY: Seller makes no claim or warranty that the Goods will be delivered free of the rightful claim of any third party by way of infringement or the like. If Seller determines, in its sole discretion, that making, using, selling the Goods would result in the infringement of any patent, Seller reserves the right to cease distributing and/or shipping the Goods, without liability to Buyer.

USE OF SERVICES AND GOODS. Seller makes no representation as to and shall not be held responsible for any application or use of the Services, Goods, or any other thing furnished to Buyer pursuant to this order. Buyer is solely responsible for any interpretation, analysis, application and/or use made of the Services, data, or any other thing furnished hereunder. Seller is also not responsible for the use of any Goods sold by Seller, or Seller's customers. Buyer is also solely responsible for all signage, labels, and warnings to consumer or other users of the Goods and for any and all other acts necessary, including

user warnings and limitations (e.g., safe use, weight, height, age, medical condition limitations). To ensure the safety of the users, Buyer shall use stakes, tie-downs, and other applicable devices necessary to ensure the safety of the users. Buyer knowingly accepts all risks associated with the use of the Goods. The known, inherent and unanticipated risks include, but are not limited to, property damage, physical or emotional injury, paralysis, death or other damage or injury to Buyer, its guests, its invites, or third parties.

MODIFICATION, APPLICABLE LAWS, CONSTRUCTION AND CAPTIONS. No modification of this order shall be binding unless in writing signed by both parties hereto. This order shall be interpreted in accordance with, and the construction thereof shall be governed by, the laws of the State of Florida, excluding its conflict of law principles. The parties agree that the United Nations Convention on Contracts for the International Sale of goods shall not apply.

Preprinted terms on Buyer's contracts or purchase orders will have no effect. Captions, as used in these terms and conditions, are for convenience of reference only and shall not be deemed or construed as in any way limiting or extending the language of the revisions to which such captions may refer.

PAYMENT TERMS. Unless different payment terms appear on the face of the invoice, Seller's invoices will be due upon issuance of invoice by Seller. Invoices that are past due will bear interest from the due date until paid at the lesser of 18% per annum or the highest rate permitted by applicable law. In the event that Seller initiates collection proceedings for amounts due to Seller, Buyer agrees that it is liable for all collection and other costs incurred by Seller including, but not limited to, reasonable attorneys' fees whether or not litigation is commenced.

VENUE. In the event of a dispute arising out of, or in any way related to, this Agreement, the parties expressly agree to submit the dispute to the courts of the 6th Judicial Circuit, in and for Pasco County, Florida, which courts shall have exclusive jurisdiction over the matter.

RIGHTS AND REMEDIES. Any failures, delays or forbearances of either party in insisting upon or enforcing any provisions of this Contract, or in exercising any rights or remedies under this Contract, shall not be construed as a waiver or relinquishment of any such provisions, rights, or breach of this order or failure to exercise any right hereunder shall not be deemed a waiver of any other breach or right. The failure of any party to take action by reason of any such breach or to exercise any such right shall not deprive such party of the right to take action at any time while such breach or condition occurs. Except as otherwise limited in this contract, the rights and remedies set forth herein are cumulative and in addition to any other rights or remedies that the parties may have at law or in equity.

SEVERABILITY. If any covenant, agreement, term, or provision of this order, or the application thereof to any situation or circumstances, shall be invalid or unenforceable, the remainder of this order, or the application of such covenant, agreement, term, or provision to situations or circumstances other than those as to which it is invalid or unenforceable, shall not be affected.

ENTIRE AGREEMENT. The terms and conditions of this order shall constitute the entire agreement between the parties hereto and shall supersede all previous or contemporaneous statements, communications, or agreements, either oral or written, by or between the parties hereto with respect to the subject matter hereof, and no subsequent agreement or understanding modifying, varying, or expanding the same, shall be binding upon either party hereto unless in writing and signed by a duly authorized representative thereof.