



## TERMS & CONDITIONS

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These terms and conditions create a contract between you and BAT Residential (the "Agreement"). Please read the Agreement carefully.

### INTRODUCTION:

This Agreement governs your purchase of BAT Residential's goods. The goods that are the subject of a sale by BAT Residential to you are referred to as the "Products". All sales of Products by BAT Residential are governed by and subject to (i) BAT Residential's quotation, or order acknowledgement, or a separate written agreement signed by an authorized representative of BAT Residential, as applicable, and (ii) these terms and conditions, whether or not they are specifically referenced in or incorporated by BAT Residential's quotation, order acknowledgement, or the separate written and signed agreement. Any irreconcilable conflict between these terms and conditions and any terms in BAT Residential's quotation, order acknowledgement, or the separate written and signed agreement shall be resolved in favor of the quotation, order acknowledgement, or the separate written and signed agreement. BAT Residential's acceptance of your purchase order or commencement of performance shall not constitute acceptance of any of your terms and conditions. **TERMS ADDITIONAL TO OR DIFFERENT FROM THESE TERMS AND CONDITIONS, INCLUDING BUT NOT LIMITED TO TERMS CONTAINED IN YOUR PURCHASE ORDER OR YOUR STANDARD TERMS AND CONDITIONS OF PURCHASE, ARE DEEMED MATERIAL AND HEREBY REJECTED UNLESS OTHERWISE ACCEPTED BY BAT RESIDENTIAL IN WRITING.**

### PAYMENT:

Unless otherwise agreed to in writing by BAT Residential (such as through a quotation, order acknowledgement, or the separate written and signed agreement), payment is due immediately upon submission of any order.

### INTELLECTUAL PROPERTY:

The BAT Residential name, its logo, and any other BAT Residential trademarks, service marks, graphics, and/or logos used in connection with the Products are trade-

marks or registered trademarks of BAT Residential in the United States of America and/or other countries throughout the world. You are granted no right or license with respect to any of these trademarks or any of BAT Residential's intellectual property.

### PRICES:

All prices quoted are subject to change, without notice, at any time prior to BAT Residential's acceptance of your order.

### DELIVERY:

Delivery dates, if provided, are approximate. The failure to meet an indicated delivery date will not constitute a breach of this Agreement. In no event shall BAT Residential be liable for any claims for labor or for any special, indirect, incidental, or consequential damages including, but not limited to, demurrage charges, cost of shipment, downtime, lost profits (whether direct or indirect), lost sales, or any other damages resulting from delay in delivery. If BAT Residential's production or delivery is delayed, BAT Residential may allocate production and delivery among its customers in a manner it deems reasonable.

**ACCEPTANCE OF THE PRODUCTS OR SERVICE ITEMS BY YOU UPON DELIVERY SHALL CONSTITUTE A WAIVER BY YOU OF ANY CLAIM FOR DAMAGES ON ACCOUNT OF DELAY IN DELIVERY OR PERFORMANCE.**

### TAXES:

For out-of-state sales, all prices are quoted exclusive of taxes, tariffs, duties, and other governmental assessments (collectively, "taxes"). For in-state sales, sales tax will be billed as applicable under Texas State law. All taxes, duties, fees, assessments or other charges of any kind imposed by any federal, state, municipal or other governmental authority which BAT Residential is required to collect or pay with respect to the provision, production, sale or shipment of the Products shall be your responsibility. You agree to pay all such taxes and further agree to reimburse BAT Residential for any such payments made by BAT Residential.

301 Leora Lane, Suite 250  
Lewisville, TX 75056

972.475.0092

[www.bestamericantrampolines.com](http://www.bestamericantrampolines.com)

## Limited Warranty

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BAT Residential provides limited warranties on its trampolines. BAT Residential warrants that all products shipped will be free from defects in material and workmanship during normal use and installation. The guarantees stated herein are valid only if the goods have been subjected to normal use for the purpose for which they were designed, have not been subject to vandalism, misuse, neglect, or accident, have not been subjected to addition or subtraction of pieces, and have not been modified or altered by persons other than BAT Residential or its designees in any respect which, in the judgment of BAT Residential, affects the condition or operation of the Products.

BAT Residential offers a 5-year limited warranty on the framing for its 9x15, 10x15, 10x17 (Olympic), 10x17 (Enclosed), and 9x15 (Enclosed) trampolines and a lifetime warranty on the framing of its 9x15 and 10x17 Xtreme trampolines.

BAT Residential offers a 1-year limited warranty on the padding for all trampolines identified above.

BAT Residential offers a 2-year limited warranty on the mat stitching for all trampolines identified above.

BAT Residential offers a 5-year limited warranty on the mat fabric for all trampolines identified above.

BAT Residential offers a 1-year limited warranty on all other components and the enclosures (if applicable) for all trampolines identified above.

The above warranties commence on the date of BAT Residential's shipment. **EXCEPT AS EXPRESSLY SET FORTH ABOVE OR AS STATED WITHIN BAT RESIDENTIAL'S QUOTATION, ORDER ACKNOWLEDGEMENT, OR A SEPARATE WRITTEN AND SIGNED AGREEMENT, BAT RESIDENTIAL MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE EXPRESSLY DISCLAIMED.**



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### **YOUR SAFETY:**

Any activity involving motion, height, speed, rotation, and/or physical contact creates the possibility of serious injury, including temporary or permanent paralysis and even death from landing or falling on the neck, head, back, or other parts of the body. BAT Residential's Products do not eliminate these hazards. You assume a risk of serious injury by using the Products. Use of the Products without proper supervision, proper training, proper equipment can be dangerous. Inspect the Products prior to and after any use. Inspect the Products for damages before use. Damaged Products should be repaired or replaced immediately. If in doubt, do not use the Products.

### **RETURN POLICY:**

BAT Residential offers a 30-day return policy from the date of purchase. Product(s) must be in saleable condition with all documentation (manuals, warning labels, etc.) and without any modifications or alterations. A 20% restocking fee applies and will be deducted from the refund amount. Return shipping to our warehouse will also be deducted from any refund amount. To initiate a return, customers must obtain a pre-authorization by contacting BAT Residential at (972) 475-0092. Customers will be provided with a written authorization if a return is approved.

**BAT RESIDENTIAL DOES NOT ACCEPT RETURNS FOR ANY CUSTOM TRAMPOLINES AND/OR CUSTOM REPLACEMENT PARTS UNDER ANY CIRCUMSTANCES. THOSE SALES ARE FINAL.**

### **ASSIGNABILITY:**

You have no right to assign this Agreement to any third party without BAT Residential's prior written consent. BAT Residential may assign this Agreement to a third party at its sole discretion.

### **SETOFF:**

BAT Residential shall have the right to credit toward the payment of any monies that may become due to you hereunder any amounts which may now or hereafter be owed to BAT Residential. Buyer shall pay BAT Residential's invoices without discount, setoff, or reduction for any reason, including asserted warranty claims or other claims of non-performance by BAT Residential.

### **WAIVER:**

No waiver of any claim or right arising under this Agreement will be effective unless the waiver is in writing and signed by the waiving party.

### **GOVERNING LAW & FORUM SELECTION:**

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Texas, without regard to conflict of law principles.

### **DISPUTE RESOLUTION:**

Any dispute, controversy or claim arising out of or relating in any way to this Agreement or the Products, including, without limitation, any dispute concerning the construction, validity, interpretation, enforceability or breach of this Agreement, shall be exclusively resolved by binding arbitration administered by the American Arbitration Association ("AAA"). The arbitration shall be conducted by one arbitrator. If the Parties are not able to agree upon the selection of an arbitrator within twenty (20) days of commencement of an arbitration proceeding by service of a demand for arbitration, the arbitrator shall be selected by the AAA. The arbitration shall be conducted in accordance with the then-existing Residential Arbitration Rules of the AAA if the amount in controversy exceeds \$5,000.00. In the event the amount in controversy, excluding any claimed interest, arbitration fees, expenses, and/or attorneys' fees is \$5,000.00 or less, the arbitration shall be conducted in accordance with the then-existing Consumer Arbitration Rules of the AAA. The arbitration shall be conducted in Dallas, Texas. The laws of the State of Texas shall be applied in any arbitration proceedings, without regard to principles of con-

## Limited Warranty cont.

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### **LIMITATION OF LIABILITY:**

BAT RESIDENTIAL'S LIABILITY, WHETHER IN CONTRACT, IN TORT, UNDER WARRANTY, IN NEGLIGENCE, OR OTHERWISE, SHALL NOT EXCEED THE PURCHASE PRICE OF THE PRODUCTS, AND UNDER NO CIRCUMSTANCES SHALL BAT RESIDENTIAL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, DEMURRAGE CHARGES, COSTS OF SHIPMENT, DOWNTIME, LOST PROFITS (WHETHER DIRECT OR INDIRECT), LOST SALES, DAMAGE TO EQUIPMENT, OR CLAIMS OF YOUR CUSTOMERS, IF ANY, OR OTHER THIRD PARTIES FOR DAMAGES OR PENALTIES, WHETHER OR NOT YOU ARE LEGALLY OBLIGATED TO PAY THEM. BAT RESIDENTIAL'S LIABILITY HEREUNDER SHALL BE LIMITED TO EITHER: (1) THE OBLIGATION TO REPAIR OR REPLACE, AT BAT RESIDENTIAL'S SOLE DISCRETION, ONLY THOSE PORTIONS OF THE PRODUCTS PROVEN TO HAVE FAILED TO MEET IN MATERIAL RESPECT THE SPECIFICATIONS ON BAT RESIDENTIAL'S QUOTATION, ORDER ACKNOWLEDGEMENT, OR SEPARATE WRITTEN AND SIGNED AGREEMENT AT THE TIME OF SHIPMENT FROM BAT RESIDENTIAL'S FACILITY, OR (2) REPAYMENT OF OR CREDIT AGAINST THE PURCHASE PRICE OF THE PRODUCTS. YOU AND BAT RESIDENTIAL EXPRESSLY AGREE TO THIS ALLOCATION OF RISK AND THE PRICE STATED FOR THE PRODUCTS IS CONSIDERATION FOR THE LIMITATION ON BAT RESIDENTIAL'S LIABILITY. THIS DISCLAIMER AND EXCLUSION WILL APPLY EVEN IF THE EXCLUSIVE REMEDY DESCRIBED IN THIS SECTION FAILS ITS ESSENTIAL PURPOSE.



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flict of laws. The arbitration shall be conducted in the English language. Except as may be required by law, neither a party nor its representatives may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of all parties. The arbitrator shall have no authority to award punitive/consequential/special/indirect damages. The arbitrator shall be entitled to issue injunctive and other equitable relief. The cost of the arbitration proceeding and any proceeding in court to confirm or to vacate any arbitration award, as applicable (including, without limitation, reasonable attorneys' fees and costs), shall be borne by the unsuccessful party, as determined by the arbitrator, and shall be awarded as part of the arbitrator's award. It is specifically understood and agreed that any party may enforce any award rendered pursuant to the arbitration provisions of this Agreement by bringing suit in any court of competent jurisdiction. Each party shall pay its own proportionate share of arbitration fees and expenses. The arbitrator shall be entitled to award the foregoing arbitration and administrative fees and expenses as damages in his/her discretion.

### **FORCE MAJEURE:**

BAT Residential shall not be responsible for cancellation or delay in delivery or performance resulting, in whole or in part, from causes beyond its reasonable control, including, but not limited to, acts of God; acts of you; strikes or other labor disturbances regardless of whether or not BAT Residential is capable of settling such strike or disturbance; facility conditions; temporary or permanent facility closures; equipment failure; inability to obtain fuel, material, or parts; war; acts of terrorism; sabotage; riot; delays in transportation; repairs to equipment; natural disasters; epidemics; floods; fires; action of governmental authorities (valid or invalid); severe weather conditions; accidents; explosions; failure of or inability to obtain power, raw materials, suppliers, labor, equipment or transportation; a court or administrative injunction or order; or any other contingency the non-occurrence of which was a basic assumption on which this Agreement was made.

### **NO THIRD-PARTY RIGHTS:**

This Agreement is for the sole and exclusive benefit of BAT Residential, you, and their permitted successors and assigns. Nothing expressed or referred to in this Agreement will be construed to give any other person any legal or equitable right, remedy or claim under or with respect to this Agreement.

### **ENTIRE AGREEMENT:**

Except as otherwise agreed to by BAT Residential in writing, the terms and conditions set forth herein, together with BAT Residential's quotation, order acknowledgement, or a separate written and signed agreement, as applicable, shall constitute the complete and final agreement between BAT Residential and you, completely superseding any prior oral or written communications.

### **SUBMITTING A WARRANTY CLAIM:**

To submit a claim under the limited warranty applicable to the Products you have purchased, follow these instructions:

Call the BAT Residential Customer Service team at 972-475-0092 to obtain a Return Authorization code. All returns must be pre-authorized.

Send the part(s) to the designated Service Center, along with a copy of your original sales receipt and a brief written description of the problem, including how it occurred. You must pay freight and insurance to return the part to Best American Trampolines. At Best American Trampolines' sole discretion, we may ask you to send photographs in addition to or in lieu of returning the part.

After inspecting the returned part(s), Best American Trampolines will make a final determination whether the part is covered by this warranty. We reserve the right to examine photographs or physical evidence concerning parts claimed to be defective prior to making a final determination concerning the claim. A repaired or replacement part will be returned to you. (Shipping charges may apply.)

## Shipping & Risk of Loss

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All shipments are F.O.B. BAT Residential's facility freight prepaid or freight collect to the destination. Unless otherwise agreed in writing, BAT Residential may, in its sole discretion, select the shipping method, the carrier and the applicable freight charges. If you desire to pick up the Products at BAT Residential's facility, you must contact BAT Residential to arrange a mutually convenient time for pick up. You shall indemnify and hold harmless BAT Residential from and against any claims, damages or liabilities suffered by BAT Residential resulting from any acts or omissions of the carrier. Title to the Products and risk of loss to the Products shall pass to the you at the point of shipment from BAT Residential's facility, whether freight prepaid or freight collect to destination, regardless of which party selects the carrier and arranges the freight charges or particulars of shipment. Risk of loss for damage or delay in transit shall be borne by you. You shall file and pursue any claims directly with the carrier related to loss, damage or delay in transit, and you shall not assert such claims against BAT Residential or deduct from any amounts owed to BAT Residential.

### **DAMAGED GOODS:**

Inspect your delivery immediately and advise BAT Residential of any perceived damage immediately. **ALL FREIGHT-RELATED CLAIMS MUST BE REPORTED WITHIN THREE BUSINESS DAYS AFTER DELIVERY OR THEY MAY NOT BE ACCEPTED BY THE CARRIER.** If you suspect freight damage, email pictures and a description of the damages to [claims@bestamericantrampolines.com](mailto:claims@bestamericantrampolines.com) within three (3) business days of receipt of the Products.