



TERMS & CONDITIONS

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, 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 trademarks 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.



LIMITED WARRANTY

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.

This warranty does NOT cover expenses of on-site labor, shipping costs, travel, assembly or disassembly, or other charges associated with the repair or replacement of covered components. This warranty also does not cover any problem that is caused by abuse, misuse, commercial or public use, ordinary wear and tear, weathering, acts of God (such as wind and lightning), failure to follow directions, improper installation, or improper maintenance. Rust is a natural occurrence and is not covered by this warranty. Areas that experience high humidity and/or have a high concentration of salt in the air may increase likelihood of rust. All lifetime frame warranties are reduced to 5-years if the trampoline resides within 5 miles of a saltwater environment.

- BAT Residential offers a 5-year limited warranty on the framing for its 9x15, 10x15, 10x17 (Olympic), 10x17 (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 one (1) inch frame padding and a 2-year limited warranty on two (2) inch frame padding.
- BAT Residential offers a 2-year limited warranty on the mat stitching/components 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.**