

DOMINATOR[®] BASKETBALL STANDARD TERMS & CONDITIONS

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This Agreement and the policies referenced herein (the “*Agreement*”) contains the terms and conditions that apply to the purchase, installation, and use of the Dominator[®] Basketball Standard (hereinafter referred to as the “*Dominator*”) manufactured and sold by Leap Innovations (the “*Manufacturer*”) and purchased by the original consumer purchaser (“*you*” or the “*Purchaser*”). Read these terms and conditions carefully before completing your purchase. These terms and conditions are subject to change without prior written notice at any time, in Manufacturer’s sole discretion.

1. **READ CAREFULLY:** PLEASE READ THIS DOCUMENT CAREFULLY BEFORE MAKING A PURCHASE! It contains very important information about your rights and obligations, as well as limitations and exclusions that may apply to you. YOU AGREE TO REVIEW THESE TERMS AND CONDITIONS PRIOR TO MAKING A PURCHASE and purchase of a Dominator shall be deemed acceptance of these terms and conditions and admission that these terms and conditions are agreeable to Purchaser. THIS DOCUMENT CONTAINS A DISPUTE RESOLUTION CLAUSE.
2. **PAYMENT TERMS:** Payment terms are within Manufacturer’s sole discretion. All prices are subject to change. Unless otherwise agreed to by Manufacturer, payment in full must be received prior to acceptance of an order. Orders are not binding upon Manufacturer until accepted by Manufacturer. The order will be delayed or canceled if payment in full has not been made. Payment may be made by credit card, wire transfer, or another prearranged payment method unless credit terms have been agreed to by the Manufacturer. If paying with a credit card, Purchaser represents and warrants that the credit card information is true and correct and that payment will be made by the credit card company. Purchaser agrees to pay interest on all past-due amounts at the highest rate allowed by law.
3. **TAXES:** The prices quoted by Manufacturer do not include sales tax or other taxes, tariffs, fees, customs, duties, or export costs (the “applicable taxes”) and the amount due will increase by the amount of applicable taxes. Purchaser is responsible for any and all of the applicable taxes associated with the order. Purchaser must provide Manufacturer with any valid, correct, and applicable tax exemption certificate prior to Manufacturer’s acceptance of the order.
4. **SHIPPING:** Upon delivery to the shipment carrier, title to the Dominator passes from Manufacturer to Purchaser. If the Dominator is damaged during transit, the carrier, not the Manufacturer, is liable. You are not liable for damage during transit UNLESS YOU FAIL TO NOTE THE DAMAGE ON THE DELIVERY RECEIPT prior to signing. Manufacturer’s Shipping Policy shall apply. Please see the Shipping Policy for more information.
5. **LIMITATION OF LIABILITY:** Manufacturer’s liability under, for breach of, for repudiation of, or arising out of this Agreement shall be limited to the net purchase price of the order. Manufacturer shall not be liable for lost profits, loss of business, costs of procuring substitute goods, or other consequential, special, indirect, direct, incidental, punitive, or other damages, even if advised of the possibility of such loss, however caused. Manufacturer shall not be liable for any claims arising from any third party. Purchaser is liable for product selection decisions and suggestions by Manufacturer are opinions only.
6. **NO INDEMNIFICATION:** Manufacturer does not indemnify or hold Purchaser harmless against any liability, losses, damages, or expenses (including attorney’s fees) related to any claim whatsoever, including without limitation, claims for personal injuries, death or property damage related to the products sold hereunder.
7. **BINDING ARBITRATION:** Any claims, disputes, questions, or disagreements arising from or relating to this Agreement or relationships which result from this Agreement (including, to the full extent permitted by applicable law, relationships with third parties who are not signatories to this Agreement), including determination of the validity of this paragraph, against Manufacturer, its agents, employees, successors, assigns or affiliates (collectively for purposes of this paragraph, “*Manufacturer*”), SHALL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION in accordance with the Commercial Arbitration Rules. Manufacturer shall choose the Arbitrator and the location. Any award of the arbitrator(s) shall be final and binding and may be entered as a judgment in any court of competent jurisdiction. Purchaser must formally notify Manufacturer in writing of any claims hereunder within one (1) year of purchase.
8. **RETURNS:** The Purchaser may cancel an order before shipment and receive a full refund of the amount paid. The Purchaser may return an order within 7 days of receipt to receive a partial refund. All returns are subject to a 15% re-stocking fee. The Purchaser is responsible return and initial shipping fees. The Purchaser must contact the Manufacturer and receive a return authorization number prior to shipping the return or the return will not be processed. The Dominator must be unused, in the original shipping boxes and packaging, to be eligible for a refund. Manufacturer’s Limited Lifetime Warranty and Manufacturer’s Return Policy shall both apply. Please see the Warranty and Return Policy for more information.
9. **CANCELLATION BY MANUFACTURER:** Manufacturer has the right to cancel all of or a portion of an order without any liability to Purchaser when: (i) Purchaser admits an inability to pay its debts; (ii) Purchaser files, or a proceeding is filed against Purchaser, under applicable insolvency or bankruptcy statutes; or (iii) Manufacturer is barred from completing or shipping the order by a decree or order of the court.
10. **INSTALLATION:** Purchase of a Dominator includes only the product and delivery and does not include installation of the Dominator.

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11. **NO LICENSE/ASSIGNMENT**: The sale of a Dominator or a custom-made product under this Agreement does not convey any license of intellectual property rights of Manufacturer with respect to the Dominator or other of Manufacturer's goods, patented or not patented. Manufacturer retains and hereby expressly reserves all of its intellectual property rights. Purchaser hereby agrees that it will not attempt to "reverse engineer" or otherwise discover Manufacturer's intellectual property, invention, trade secrets, secret processes, or other confidential information, patented or not patented, embodied or contained in Manufacturer's products. Purchaser shall not assign this Agreement or its interest herein or rights hereunder and any such assignment shall be null and void.
12. **APPLICABLE LAWS; NOT FOR RESALE**: Purchaser agrees to comply with all applicable laws and regulations of the various states and of the United States. Manufacturer agrees and represents that it is purchasing a Dominator for its own use only, and not for resale.
13. **ENTIRE AGREEMENT**: This Agreement applies to all products offered by and services provided by the Manufacturer or its subsidiaries, distributors, or other representatives. This Agreement constitutes the entire agreement between Manufacturer and Purchaser, and supersedes any and all prior or contemporaneous agreements, representations, warranties, and understandings with respect to goods, services, or information provided by or through the Manufacturer. The Manufacturer is not bound by any terms different from or inconsistent with the terms herein, unless Manufacturer and Purchaser have signed a separate formal purchase agreement which expressly states that it shall supersede the terms and conditions contained herein. Any representations by employees or agents of Manufacturer do not constitute warranties, shall not be relied upon by Purchaser, and are not part of this Agreement. PURCHASER HEREBY ACKNOWLEDGES THAT IT HAS NOT ENTERED INTO THIS AGREEMENT IN RELIANCE UPON ANY WARRANTY OR REPRESENTATION BY ANY PERSON OR ENTITY EXCEPT FOR THE WARRANTIES OR REPRESENTATIONS SET FORTH HEREIN. Other than as specifically provided in a separate formal purchase agreement, this Agreement may NOT be altered, supplemented, or amended by the use of any other document(s). Any attempt to alter, supplement or amend this Agreement or to order product(s) subject to additional or altered terms and conditions will be null and void.
14. **NO WAIVER**: If Manufacturer fails to enforce the provisions of this Agreement or employ any option herein at any time, it shall not be and shall in no way be construed as a waiver or any of Manufacturer's rights hereunder. Manufacturer shall retain its rights to enforce each and every such provision.
15. **SEVERABILITY**: If any provision of this Agreement or the application of such provision to any Person or circumstance shall be held invalid, the remainder of this Agreement, or the application of such provision to Persons or circumstances other than those as to which it is held invalid, shall not be affected.
16. **GOVERNING LAW**: The laws of the State of Utah shall govern this Agreement, any sales hereunder, and all questions pertaining to the validity, construction, execution, or performance of this Agreement, without regard to conflicts of laws rules. If outside the United States, the United Nations Convention on Contracts for the International Sale of Goods is hereby excluded in its entirety from this Agreement.
17. **ATTORNEYS' FEES**: In the event of a legal action involving the enforcement or interpretation of this Agreement, the successful or substantially prevailing party shall be entitled to recover reasonable attorneys' fees.
18. **SURVIVAL**: The Purchaser agrees that the terms and conditions of this Agreement shall survive any cancellation or termination of this Agreement and shall thereafter remain in full force and effect.
19. **HEADINGS**: The headings in this Agreement are inserted for convenience and identification only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement of any provision.