

SALES TERMS AND CONDITIONS

1. Acceptance:

We accept and confirm your order upon receipt of deposit for the items, goods and products described on your order. You agree to the terms and conditions of sale set forth on the order page and as set forth herein below, no different or additional terms are acceptable EFES Çocuk Oyun Ekipmanlari San ve Tic Ltd. (will be called as EFES on this document) unless agreed on in writing and signed by EFES. These terms and conditions are exclusive and in lieu of all other terms and conditions appearing on buyer's order or elsewhere and apply to all quotations made and orders accepted by EFES unless specifically stated to the contrary on the face of this confirmation of order. EFES Is not responsible for typographical or clerical errors made in any quotations, orders or EFES publications.

2. Payment:

Payment shall be made as follows: Buyer must make a 50% deposit on the price of each custom made item or each item not currently in stock at the time of Buyer's return of this Confirmation of Order. The balance is due prior to the date of shipping the item, which anticipated time frame will be provided to Buyer by EFES on the cover page or as soon as possible. For orders of equipment and items in stock, payment shall accompany Buyer's return of this Confirmation of Order. All funds for payment shall be in the currency specified in the order form in the form of cashier's check, money order, wire transfer, or credit card. Deposits, but not final payment, may be made in the form of Buyer's check, payable to EFES Shipments will not be made C.O.D. EFES may refuse to manufacture any item unless payment in full is first received at the sole discretion of EFES there is doubt as to Buyer's ability to pay.

3. Shipment:

The goods shall be shipped EX-WORKS EFES's facility in Bursa, Turkiye or any other facility of EFES . All risk of loss passes to Buyer when EFES delivers the order, or any portion thereof, to the carrier. If Buyer does not specify a preferred method of shipment, EFES shall exercise sole discretion in selecting a method of shipment. EFES uses the services of major common carriers and delivery services and, for foreign orders, freight forwarders. All costs and expenses relating to shipment including insurance, customs expenses, duties, taxes, etc. shall be the sole responsibility of Buyer. EFES generally will ship freight collect, unless Buyer requests other arrangements and prepays EFES for all shipping expenses. Shipments will not be insured unless otherwise specified, and EFES assumes no responsibility for placing of valuation upon a shipment unless requested to do so by Buyer. Partial shipments of any order from Buyer may be made EFES in order to facilitate the earliest possible delivery of the item ordered; provided, however, that partial shipment shall not be made unless EFES has been paid in full for the entire order. Final payments on all orders must be received at least 48 hours prior to the estimated shipping date listed on the order. All orders must be paid in full, or are subject to resale, storage fees, cancellation fees and or loss of deposit. Any units stored at EFES's warehouse, even those paid in full, beyond 30 days of arrival are subject to a daily storage and handling fees.

4. Delivery:

The projected delivery date is EFES's reasonable time estimate, based on receipt of deposit, current and anticipated factory loads, of when the order will be shipped and is NOT an implied guarantee. EFES shall not be liable for damage or for delay; causes beyond its control and without its fault or negligence including, but not limited to, acts of God, acts of government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes or delays, and severe weather. If the delay is caused by the delay or default of a subcontractor of EFES and if such delay arises from, causes beyond the control of either EFES or the subcontractor, EFES shall not be liable to Buyer in damages.

5. Limited Warranty:

EFES provides Buyer a limited repair and replacement warranty and agrees and warrants only that the products, identified by category below, will be fit for their intended purpose, merchantable, and without material defect in workmanship and materials for the period and types of product specified as follows:

a.) Inflatables and Soft Play Products commercial use 1 (one) year , private use 2 (two) years from the date of shipment to Buyer. (Replaceable slide covers, steps and items designed to prevent wear and tear on the unit is not covered by this warranty) (Digital printing is not covered by any implied warranty).

b.) Wear and tear due to normal use or overuse is not covered by this warranty. If it appears during repair inspection, that the inflatable is damaged due to overloading or miss-use by it patrons, the affected areas would not be covered under our normal warranty. EFES is not responsible, to replace any inflatable product as a 'LOANER' product during repair of a warranted product.

c.) Pieces and Parts ordered from EFES Thirty (30) days from date of shipment to Buyer.

d.) Other Equipment (not manufactured by Supplier of EFES), No warranty of any kind is extended by EFES but EFES will, to the extent it can legally and contractually do so, assign, to Buyer, at Buyer's request, all warranties on such Other Equipment, if any, offered by the manufacturer or supplier of such Other Equipment.

e.) A product shall not be considered defective if it is a different color than shown in EFES's catalogue and no warranty is made relating to color. All requests of Buyer for warranty work and replacements are subject to previous approval by EFES. All requests for warranty work require product inspection at EFES's facility in Bursa.

f.) Buyer must ship the products to EFES at Buyer's expense, using only the carrier specified by EFES. It is the buyers responsibility to roll, protect and secure for return shipment the inflatable. EFES will not cover carrier freight damage inbound or outbound caused by improper packaging.

g.) Ordinary wear and tear will not invalidate EFES 's limited warranty, but misuse, improper handling or storage, improper repairs, improper maintenance and care, or accidental, abusive or negligent treatment: of the product will invalidate EFES's warranty.

h.) This warranty is not a guarantee that the product will not, through use, handling and storage develop tears or punctures from time to time, the repair of which is the responsibility of Buyer.

i.) If a returned product is evaluated and found defective within the first 120 days after the delivery date, and the warranty for such product is in force, EFES will bear the cost of shipping the repaired or replaced product to Buyer and will reimburse the buyer the cost of the first warranty related shipment; otherwise, all shipping costs will be borne solely by Buyer. EFES will under no circumstance bear the cost of international shipping. No statement, remark or representation of any employee or agent of EFES may vary this Limited Warranty unless in writing and signed by EFES.

j.) Warranty claims must be made as written by e-mail or fax to EFES office and not directly to sales office or staff. Receipt of claim and disposition will be made directly from EFES to the contact information provided on the claim form. Under no circumstance will warranty claims be processed or handled by local sales contact.

6. Inspection:

Buyer shall inspect the product(s) promptly after receipt and shall notify EFES in writing of any claims, including claims of breach of warranty within fifteen (15) days after Buyer discovers or should have discovered the facts upon which the claim is based. Failure of Buyer to give written notice of a claim within the inspection time period shall be deemed to be a waiver of a claim, for defective products, a waiver of the right to reject the goods, and conclusive proof that the product(s) were received by Buyer without defect(s).

7. Disclaimer:

The provisions of paragraph 5 are EFES sole obligation and EFES excludes all other remedies or warranties, express or implied, including warranties of merchantability and fitness, for a particular purpose, and all warranties arising from the course of dealing or usage and customs of the trade, whether or not said purposes or specifications are described herein. EFES further disclaims any responsibility whatsoever to buyer or to any other person for injury to person or damage to or loss of property or value caused by any product which has been subjected to misuse, negligence, or accident; or misapplied; or modified or repaired, by unauthorized persons; or improperly installed or maintained.

8. Limitation of Liability:

Under no circumstances shall EFES be liable for any incidental, consequential, punitive, reliance, delay or special damages, losses or expenses arising from this confirmation of order or EFES's or buyer's performance or nonperformance, or any acts or omissions of EFES or in connection with the use of, or inability to use, the goods for any purpose whatsoever. In any and all events, if EFES is found liable for damages, notwithstanding the limitations and exclusions of paragraphs 7 and 8, EFES shall not be responsible for damages to any person or entity, including but not limited to buyer and buyer's customers, for an amount exceeding the amount paid by buyer for the products ordered and confirmed by this confirmation order.

9. Tolerances:

All dimensions stated in the catalogues or elsewhere pertaining to products sold by EFES are approximate and within industry tolerances.

10. Patents:

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

11. Modifications:

Prices are subject to adjustment if Buyer requests changes in specifications, quantities, or delivery requirements. All paragraphs of this Confirmation of Order shall apply to the goods to which such changes apply, and no modification of the terms and conditions hereof shall be binding on EFES unless contained in a writing signed by EFES and expressly stating both that such terms are being modified and the nature of such modification. a) This order cannot be changed

within the two (2) week period prior to the projected shipment date unless EFES and Buyer mutually agree to an appropriate change order fee and an appropriate new shipment date, if applicable.

12. Cancellation:

Buyer may cancel this order, in whole or in part, upon written notice to EFES on or before the fourteenth day prior to the projected ship date. Orders cancelled prior to the fourteenth day prior to shipment will be subject to costs and fees including but not limited to: any credit card processing and discount fees, bank fees or restocking fee. Unless canceled on or before the fourteenth day prior to projected shipment date, Buyer shall be liable for the payment of cancellation charges, which charges shall be the sum of (1) the price of all goods that have been delivered and not previously paid for, plus (2) the actual cost incurred by EFES that is properly allocable to the goods not delivered at the time of decrease or cancellation, including, without limitation, the cost of components and materials purchased for use in producing such goods, plus (3) the profit, and reasonable overhead that EFES have made from full performance by EFES, plus (4) the costs of engineering, prototypes, testing, tooling, and similar items produced for Buyer, plus (5) the reasonable costs incurred by EFES in making settlement and effecting collection hereunder. In no event will the fee for Buyer's ultimately cancellation of an order be less than ten percent (10%) of the total order, but no such cancellation fee will be imposed if Buyer complies with the first sentence of this Paragraph 12. other than credit card processing and discount fees. (CUSTOM PIECES OF ANY NATURE ARE NON CANCELLABLE AFTER PRODUCTION HAS BEEN SCHEDULED.)

13. Returns:

For any item purchased from EFES and returned for reasons unrelated to a warranty claim, a restocking fee of twenty-five percent (25%) of the price of the item(s) returned will be paid by Buyer. EFES will not accept any returns on any custom pieces, this includes banners, custom designs, and custom ordered colors.

14. Taxes:

All charges are subject to the federal, state and local taxes, if any, pertinent at the point of delivery. Buyer shall pay such taxes imposed on this order, and all penalties and interest, if any, accrued therewith.

15. Interpretation:

The rights and liabilities arising out of this contract with EFES shall be determined under the Uniform Commercial Code as enacted in Bursa, Türkiye without application of choice of law rules or the United Nations Convention on Contracts for the Sale of Goods (as to foreign shipments).

16. Effect of Breach on Risk of Loss:

Breach of this contract by EFES shall have no effect on the provisions controlling the risk of loss of the goods.

17. Use and Indemnification:

Buyer is solely responsible for the manner of use of the products and other equipment. Buyer is solely responsible for all signage, labels and warnings to consumers or other users of the products and equipment, and for any and all other acts necessary, including user warnings and limitations (e.g., 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 users. Buyer agrees to indemnify, hold harmless and defend EFES from actions and claims of third parties, including customers of Buyer and users of the goods and products sold to Buyer, arising out of or in connection with the use of the goods and products herein described or resulting from the breach of the provisions in this Confirmation of Order by Buyer. In the event EFES is required to commence an action to enforce this provision, Buyer shall pay all of EFES's legal costs and expenses.

18. Integration:

There are no representations, warranties or conditions, express or implied, statutory or otherwise except those herein contained, and no agreements or waivers collateral hereto shall be binding on either party unless in writing and signed by Buyer and accepted by EFES This Confirmation of Order contains all of the promises, warranties, terms and conditions of the agreement between the parties and supersedes any and all oral or implied promises, undertakings and prior agreements.

19. Copyrights:

All logos, product names, trademarks, artwork, literature, photographs and designs used for the purpose of selling Seller products, including EFES products, are proprietary, and Seller has the sole rights and license for use of these items. Any unauthorized reproduction of any of these items constitutes a copyright infringement and is punishable by law.

20. Governing Law:

Jurisdiction and Venue: In the event of litigation between the parties concerning the order or any product shipped to Buyer hereunder, such action shall be governed by the laws of Türkiye and the action shall be brought in Bursa, Türkiye of appropriate jurisdiction. PRICES AND SPECIFICATIONS ARE SUBJECT TO CHANGE WITHOUT NOTICE. ALL DIMENSIONS SHOWN ARE NOMINAL, NOT ACTUAL. WE HAVE TRIED TO BE AS ACCURATE AS POSSIBLE IN CREATING THIS CATALOG, HOWEVER WE WILL NOT BE RESPONSIBLE FOR ERRORS OR OMISSIONS. This document supersedes any existing document both written and published by 'Seller' in any sales literature, mailings or website.