Oggy Paddle Board
TERMS AND CONDITIONS OF SALE

1. **ACCEPTANCE:** (OGGY Paddle Board will hereto be referred to as "OPB" in this document). OPB ACCEPTS AND CONFIRMS YOUR ORDER FOR THE ITEMS, GOODS AND PRODUCTS AS DETAILED ON YOUR QUOTE AND/OR INVOICE. YOU AGREE TO THE TERMS AND CONDITIONS OF SALE SET FORTH ON YOUR QUOTE AND/OR INVOICE AS SET FORTH HEREIN BELOW. NO DOPBERENT OR ADDITIONAL TERMS ARE ACCEPTBLE BY OPB UNLESS AGREED UPON IN WRITING AND SIGNED BY OPB. THESE TERMS AND CONDITIONS ARE EXCLUSIVE AND IN LIEU OF ALL QUOTATIONS MADE AND ORDERS ACCEPTED BY OPB UNLESS SPECIFICALLY STATED TO THE CONTRARY ON THE FACE OF SAID QUOTATION AND OR INVOICE. OPB IS NOT RESPONSIBLE FOR TYPOGRAPHICAL OR CLERICAL ERRORS MADE IN ANY QUOTATIONS, INVOICES, ORDERS OR PUBLICATIONS EITHER ELECTRONIC OR IN PRINT.

2. **PAYMENT:** PAYMENT SHALL BE IN U.S. DOLLARS IN THE FORM OF CASHIER'S CHECK, MONEY ORDER, WIRE TRANSFER OR CREDIT CARD. PAYMENT SHALL BE MADE AS FOLLOWS: (1) FOR ORDERS OF ITEMS IN STOCK, CUSTOMER MUST PAY IN FULL PRIOR TO THE DATE OF SHIPPING OF THE ITEM. (1) CUSTOMER MUST MAKE A 30% DEPOSIT ON STANDARD ITEMS NOT IN STOCK AT THE TIME OF CUSTOMER'S RETURN OF CONFIRMATION OF ORDER. THE BALANCE IS DUE PRIOR TO THE DATE OF SHIPPING THE ITEM.

3. **SHIPPING:** STANDARD GROUND SHIPPING - ORDERS WILL BE PROCESSED IN 3 BUSINESS DAYS. BUSINESS DAYS ARE CONSIDERED MONDAY THROUGH FRIDAY EXCLUDING HOLIDAYS. TRANSIT TIMES ARE SUPPLIED AS AN ESTIMATE AND ARE NOT GUARANTEED. STANDARD GROUND SHIPPING RATES ARE APPLIED TO ORDERS IN THE LOWER 48 STATES. CUSTOMERS ARE RESPONSIBLE FOR ADDITIONAL CHARGES FOR EXPEDITED SHIPPING OPTIONS. STANDARD SHIPPING IS NOT PROVIDED TO ALASKA, HAWAII, GUAM, U.S. VIRGIN ISLANDS OR P.O. BOXES.

4. **LIMITED WARRANTY:** OGGY Paddle Boards PROVIDES BUYER (**Original Purchasers**) A LIMITED REPAIR AND REPLACEMENT PRORATED 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 PRODUCTS SPECIFIED AS FOLLOWS:

   A. PRODUCTS CREATED BY OGGY Paddle Boards: ONE (1) YEAR FROM THE DATE OF SHIPMENT TO BUYER (**Original Purchasers**); EXCLUDING WEAR ITEMS: D-Rings, valves, fins, and Accessories not manufactured by OPB or not attached to the Inflatable.

   B. PARTS ORDERED FROM OGGY Paddle Boards: THIRTY (30) DAYS FROM DATE OF SHIPMENT TO BUYER (**Original Purchasers**).

   C. OTHER EQUIPMENT (NOT CREATED BY OPB): NO WARRANTY OF ANY KIND IS EXTENDED BY OPB, AT BUYER'S REQUEST, OPB WILL ASSIGN TO BUYER, TO THE EXTENT IT CAN LEGALLY AND CONTRACTUALLY DO SO, ALL WARRANTIES ON SUCH OTHER EQUIPMENT, IF ANY, OFFERED BY THE MANUFACTURER OR SUPPLIER OF SUCH OTHER EQUIPMENT.

   A PRODUCT SHALL NOT BE CONSIDERED DEFECTIVE IF IT IS A DIFFERENT COLOR THAN SHOWN IN OBP MARKETING MATERIALS, BE IT IN PRINT OR ELECTRONIC AND NO WARRANTY IS MADE RELATING TO COLOR. ALL DIMENSIONS AND WEIGHTS ARE NOMINAL AND NO WARRANTY IS MADE RELATING TO DIMENSIONS OR WEIGHTS.

   ALL REQUESTS OF BUYER (**Original Purchasers**) FOR WARRANTY WORK AND/OR REPLACEMENT ARE SUBJECT TO PRODUCT INSPECTION AT OPB FACILITY IN ORLANDO, FLORIDA. BUYER MUST SHIP THE PRODUCT TO OPB AT BUYERS EXPENSE FOR EVALUATION. FOR APPROVED WARRANTY CLAIMS BUYER MUST RETURN PRODUCT OR PRODUCTS TO AN AUTHORIZED OPB FACILITY FOR INSPECTION WITHIN 10 DAYS OF REPORTING CLAIM.

   - The Warranty is valid ONLY when this product is used for normal recreational activities and does not cover products used in commercial, rental or school activities.
   - Misuse, improper handling or storage, improper repairs or alterations, improper maintenance, and care or accidental, abusive, or negligent treatment of the product will Invalidate OPB Warranty.
   - This product MUST NOT be modified and/or fitted with a motor.
   - Warranty DOES NOT cover damage, de-lamination, or fading caused by exposure to direct sunlight.
   - This product MUST have a Warranty Registration with proof of purchase for all warranty claims.

   BUYER MUST READ AND UNDERSTAND ALL INSTRUCTIONS. FAILURE TO FOLLOW INSTRUCTIONS LISTED IN THE OWNER'S MANUAL AND TERMS AND CONDITIONS OF SALE, MAY RESULT IN SERIOUS INJURY OF USERS. THIS WARRANTY IS NOT A GUARANTEE THAT THE PRODUCT WILL NOT THROUGH USE, HANDLING OR STORAGE DEVELOP TEARS OR PUNCTURES FROM TIME TO TIME, THE REPAIR OF WHICH IS THE RESPONSIBILITY OF BUYER. ALL SHIPPING COSTS WILL BE BORNE SOLELY BY THE BUYER. NO STATEMENT, REMARK OR REPRESENTATION OF ANY EMPLOYEE OR AGENT OF OPB MAY VARY THIS LIMITED WARRANTY UNLESS IN WRITING AND SIGNED BY THE PRESIDENT OF OPB.

5. **INSPECTION**: CUSTOMER SHALL INSPECT ALL PRODUCTS IMMEDIATELY IN THEIR ENTIRETY PROMPTLY AFTER RECIEPT OF PRODUCT(S) AND SHALL NOTIFY OPB IN WRITING OF ANY CLAIMS RELATED TO PRODUCT(S) MANUFACTURING, INCLUDING CLAIMS OF BREACH OF WARRANTY, WITHIN FIVE (5) DAYS OF DELIVERY OF PRODUCT(S). FAILURE TO NOTIFY OPB OF ANY CLAIMS WITHIN SUCH TIME WILL CONSTITUTE: (a) WAIVER OF TO CLAIM ANY RIGHT OF REMEDIES RELATING TO THE PRODUCT(S) AND ANY RIGHT TO REJECT, RETURN OR RECEIVE A REFUND ON THE PRODUCT(S) **AND** (b) CONCLUSIVE PROOF THAT ALL PRODUCTS WERE DELIVERIED TO CUSTOMER WITHOUT DEFECT.

6. **DISCLAIMER:** THE PROVISIONS OF PARAGRAPH 5 ARE OPB'S SOLE OBLIGATION AND OPB 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 CUSTOM OF THE TRADE, WHETHER OR NOT SAID PURPOSES OR SPECIFICATIONS ARE DESIRED

HEREIN. OPB FURTHER DISCLAIMS ANY RESPONSIBILITY WHATSOEVER TO CUSTOMER 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, ACCIDENT, MISAPPLICATION, MODIFICATION, REPAIR BY UNATHORIZED PERSONS, IMPROPER INSTALLATION OR IMPROPERLY MAINTAINED.

7. **LIMITATION OF LIABILITY:** UNDER NO CIRCUMSTANCES SHALL OPB BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, DELAY OR SPECIAL DAMAGES, LOSSES OR EXPENSES ARISING FROM THIS CONFIRMATION OR ORDER OR OPB'S OR CUSTOMER'S PERFORMANCE OR NONPERFORMANCE, OR ANY ACTS OR OMISSIONS OF OPB, OR IN CONNECTION WITH THE USE OF OR INABILITY TO USE THE GOODS FOR ANY PURPOSE WHATSOEVER. IN ANY AND ALL EVENTS, IF OPB IS FOUND LIABLE FOR DAMAGES, NOTWITHSTANDING THE LIMITATIONS AND EXCLUSIONS OF PARAGRAPH 7 AND 8, OPB SHALL NOT BE RESPONSIBLE FOR DAMAGES TO ANY PERSON OR ENTITY, INCLUDING BUT NOT LIMITED TO CUSTOMER AND CUSTOMER'S CUSTOMERS, FOR AN AMOUNT EXCEEDING THE AMOUNT PAID BY CUSTOMER FOR THE PRODUCTS ORDERED AND CONFIRMED BY THIS CONFIRMATION OF ORDER.

8. **TOLERANCES:** ALL DIMENSIONS STATED IN OPB'S CATALOGUE, WEBSITE OR ELSWHERE PERTAINING TO PRODUCTS SOLD BY OPB ARE APPROXIMATE AND WITHIN INDUSTRY TOLERANCES.

9. **COPYRIGHTS AND PATENTS:** ALL LOGOS, PRODUCT NAMES, TRADEMARKS, ARTWORK, PHOTGRAPHS AND DESIGNS IN PRODUCTION OF OPB PRODUCTS ARE PROPRIETARY AND THE SOLE PROPERTY OF OPB. ANY COPYRIGHT INFRINGEMENT IS PUNISHABLE BY LAW. -- OPB 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 OPB DETERMINES, IN ITS SOLE DISCRETION, THAT MAKING, USING, OR SELLING THE GOODS WOULD RESULT IN THE INFRINGEMENT OF ANY PATENT, OPB RESERVES THE RIGHT TO CEASE DISTRIBUTING AND/OR SHIPPING THE PRODUCT, WITHOUT LIABILITY TO CUSTOMER.

10. **CANCELLATION:** CUSTOMER MAY CANCEL THIS ORDER, IN WHOLE OR IN PART, UPON WRITTEN NOTICE TO OPB ON OR BEFORE THE SHIPPING DATE.

11. **RETURNS POLICY:** FOR ANY ITEM PURCHASED FROM OPB AND RETURNED AT THE CUSTOMER'S EXPENSE FOR REASONS UNRELATED TO A WARRANTY CLAIM WITHIN FIVE (5) DAYS OF THE DATE PRODUCT WAS SHIPPED FROM OUR FACILITY OR PICKED UP BY CUSTOMER FROM OUR FACILITY. PRODUCT MUST BE IN AN UNUSED CONDITION WHEN RETURNED. A RESTOCKING FEE OF TWENTY-FIVE PERCENT (25%) OF THE PRICE OF THE ITEM(S) RETURNED WILL BE DEDUCTED FROM THE INVOICED PRICE.

12. **TAXES**: ALL CHARGES ARE SUBJECT TO THE FEDERAL, STATE AND LOCAL TAXES, IF ANY, PERTINENT AT THE POINT OF DELIVERY. CUSTOMER SHALL PAY SUCH TAXES IMPOSED ON THIS ORDER, AND ALL PENALTIES AND INTEREST, IF ANY, ACCRUED WITHIN.

13. **INTERPRETATION:** EXCEPT AS NOTED BELOW, THE RIGHTS AND LIABILITIES ARISING OUT OF THIS CONTRACT WITH OPB SHALL BE DETERMINED UNDER THE UNIFORM COMMERCIAL CODE AS ENACTED IN FLORIDA, WITHOUT APPLICATION OF CHOICE OF LAW RULES OR THE UNITED NATIONS CENVENTIONS ON CONTRACTS FOR THE SALE OF GOODS (AS TO FOREIGN SHIPMENTS).

14. **EFFECT OF BREACH ON RISK OF LOSS:** BREACH OF THE CONTRACT BY OPB SHALL HAVE NO EFFECT OF THE PROVISIONS CONTROLLING THE RISK OF LOSS OF THE GOODS, AND SECTIONS 2-510(1) AND 2-510(2) OF THE UNIFORM CODE SHALL HAVE NO EFFECT ON THIS CONFIRMATION OF ORDER.

15. **USE AND INDEMNIFICATION:** CUSTOMER IS SOLY RESPONSIBLE FOR THE MANNER OF USE OF THE PRODUCTS AND OTHER EQUIPMENT. CUSTOMER IS SOLY RESPONSIBLE FOR ALL SIGNAGE, LABELS AND WARNINGS TO CONSUMER OR OTHER USERS OF THE PRODUCTS AND EQUIPMENT, 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. CUSTOMER AGREES TO INDEMNIFY, HOLD HARMLESS AND DEFEND OPB FROM ACTIONS AND CLAIMS OF THIRD PARTIES, INCLUDING CUSTOMERS OF CUSTOMER AND USERS OF THE GOODS AND PRODUCTS SOLD TO CUSTOMER, ARISING OUT OF OR IN CONNECTION WITH THE USE OF THE GOOD AND PRODUCTS HEREIN DESCRIBED OR RESULTING FROM THE BREACH OF THE PROVISIONS IN THIS CONFIRMATION OF ORDER BY CUSTOMER. IN THE EVENT OPB IS REQUIRED TO COMMENCE AN ACTION TO ENFORCE THIS PROVISION, CUSTOMER SHALL PAY ALL OF OPB'S LEGAL COSTS AND EXPENSES.

16. **INTEGRATION:** THERE ARE NO REPRESENTATIONS, WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE EXCEPT THESE HERE IN CONTAINED, AND NO AGREEMENTS OR WAIVERS COLLATERAL HERETO SHALL BE BINDING ON EITHER PARTY UNLESS IN WRITING AND SIGNED BY CUSTOMER AND BY OPB. 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.

17. **GOVERNING LAW, JURISDICTION, VENUE AND ATTORNEY FEES:** IN THE EVENT OF LITIGATION BETWEEN THE PARTIES CONCERNING THE ORDER OR ANY PRODUCT SHIPPED TO CUSTOMER HEREUNDER, SUCH ACTION SHALL BE GOVERNED BY THE LAWS OF FLORIDA, U.S.A. VENUE SHALL BE IN ORANGE COUNTY, FLORIDA, AND THE ACTION SHALL BE BROUGHT IN THE FLORIDA COURT OF APPROPRIATE JURISDICTION OR THE US FEDERAL COURT FOR THE MIDDLE DISTRICT OF FLORIDA**.** IN THE EVENT OF ACTION TO INTERPRET OR ENFORCE ITS RIGHTS, THE PREVAILING PARTY SHALL BE ENTITLED TO REASONABLE ATTORNEY'S FEE AND COST WHICH MAY BE SET BY THE COURT.

18. **REFUSAL OF SERVICE:** OPB RESERVES THE RIGHT TO REFUSE SERVICE TO ANYONE AT ANYTIME.