

Terms and Conditions

Order Acceptance: We accept and confirm your order for the items, goods, and products described on the cover page of this confirmation of the order. You agree to the terms and conditions of sale set forth on the cover page and as set forth hereinbelow. No different additional terms are acceptable by Jingo Jump, Inc. Unless agreed on in writing and signed by Jingo Jump, Inc. These terms and conditions are exclusive and in lieu of all other terms and conditions appearing on the buyer's order or elsewhere and apply to all quotations made and orders accepted by Jingo Jump, Inc. Unless specifically stated to the contrary on the face of this confirmation of the order. Jingo Jump, Inc. is not responsible for typographical or clerical errors made in any quotations, orders, or Jingo Jump, Inc. publications.

Payment: Payment shall be made as follows: 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 U.S. dollars in the form of online or phone order credit card processing, cashier's check, money order, wire transfer. For online orders Jingo Jump, Inc reserves the right to cancel orders and refund customers' money because of pricing errors or stock availability (or for any reason).

Note: Affirm Financed orders will be shipped out after funds are settled (usually in 2-3 business days)

Deposits: 30% USD deposit on the price of 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 date will be provided to the Buyer by Jingo Jump, Inc. All orders in on-stock items should be fulfilled by the customer 30 days after the deposit date. Prices and availability will not be honored after that time period, additional storage fees may apply.

Custom Orders: A 50%, non-refundable, deposit will be required with the order. The invoice balance must be paid in full on or before the original due date. The balance is due prior to the date of shipping the item, which date will be provided to the Buyer by Jingo Jump, Inc. Should the balance become delinquent over 30 days from the due date the order will be canceled with no further notice and the entire deposit will be forfeited. Jingo Jump, inc is not responsible for any charges incurred by customers due to delays in production.

Layaway Orders: Any payments made are NON-refundable. The purchase must be completed within 3 months. Minimum monthly payments required. Delinquent invoices will be subject to cancellation and re-stocking fees as listed below.

Shipment: The goods shall be shipped F.O.B. carrier Jingo Jump, Inc. factory, Los Angeles, California. All risk of loss passes to the Buyer when Jingo Jump, Inc. delivers the order, or any portion thereof, to the carrier. If the Buyer does not specify a preferred method of shipment, Jingo Jump, Inc. shall exercise sole discretion in selecting a method of shipment. Jingo Jump, Inc. uses the major common carriers and delivery services and, for foreign orders, freight forwarders. All costs and expenses relating to the shipment, including insurance, customs expenses, duties, taxes, etc. shall be the sole responsibility of Buyer. Jingo Jump, Inc. Shipments will be insured at Buyer's expense unless otherwise specified, and Jingo Jump, Inc. assumes no responsibility for placing of valuation upon shipment unless requested to do so by Buyer. Partial shipments of any order from Buyer may be made by Jingo Jump, Inc. in order to facilitate the earliest possible delivery of the item ordered; provided, however, that partial shipment shall not be made unless Jingo Jump, Inc. has been paid in full for the entire order.

Delivery: The projected delivery date is Jingo Jump, Inc.'s reasonable estimate, based on current and anticipated factory loads, of when the order will be shipped. Jingo Jump, Inc. shall not be liable for damage or for the delay in delivery arising from 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 the subcontractor, Jingo Jump, Inc., and if such delay arises from causes beyond the control of either Jingo Jump, Inc. or the subcontractors, Jingo Jump, Inc. shall not be liable to Buyer in damages. The customer must inspect the package(s) for damage(s) before signing the Bill of Lading. The customer **should refuse the shipment if there is damage on the package or should make a note on the Delivery Receipt and take photos of the damage for a further claim evaluation.** The customer shall inspect the product promptly after receipt. Any and all claims for any defective product must be reported to Jingo Jump, Inc in writing including photos, within three (3) working days from receipt of shipment.

Inspection: Buyer shall inspect the product(s) promptly after receipt and shall notify Jingo Jump, Inc. Jingo Jump, Inc in writing including photos of any claims, including claims of breach of warranty, within three (3) days after Buyer discovers or should have discovered the facts upon which the claim is based. Failure of Buyer to give written notice of all 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).

Return Policy: For any product purchased from Jingo Jump, Inc. and returned for reasons unrelated to a warranty claim, must be claimed for return in 3 business days after receiving the product by contacting Jingo Jump, Inc. A restocking fee of twenty-five percent (25%) of the price of the product(s) returned will be paid by the Customer. The customer will be responsible for charges for the shipping of the Product(s) returned. The product (s) must be in an unused condition when returned. Customer will pay for any necessary repairs required to bring the product (s) to a like-new condition. Jingo Jump will not accept returns for any custom manufactured products, including custom designs, custom ordered colors, or custom artwork not standard on the product(s) manufactured by Jingo Jump Inc

Cancellation: Orders may be canceled within one (1) business day, a restocking fee of twenty-five percent (25%) of the price of the product(s) will be withheld by Jingo Jump, Inc to use as a remedy for production readjustment and associated costs. No refund shall be given after the (1) business day period and the buyer will be responsible for the remaining balance.

Limited Warranty: Jingo Jump, Inc. 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 products specified as follows:

A) Commercial Inflatables manufactured by Jingo Jump, Inc.: Twelve (12) months warranty on all jumpers, Combo Units, Slides, All Water Ride Inflatables, Obstacles, and Interactive games from date of purchase. Semi- Commercial Inflatables 30 days warranty on all jumpers, Combo Units, Slides, All Water Ride Inflatables, Obstacles, and Interactive games from date of purchase.

B) Pieces and Parts ordered from Jingo Jump, Inc.: Thirty (30) days from date of purchase.

C) Other Equipment (not manufactured by Jingo Jump, Inc.): No warranty of any kind is extended by Jingo Jump, Inc., but Jingo Jump, Inc. 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.

D) Warranty does not apply to sprinklers, soaker hoses, zippers, velcros, or artwork.

A product shall not be considered defective if it is a different color than shown in Jingo Jump, Inc.

catalog and no warranty is made relating to color. All requests of Buyer for warranty work and replacements are subject to product inspection at Jingo Jump, Inc.'s factory in Los Angeles, California. The buyer must ship the products to Jingo Jump, Inc. at Buyer's expenses. Ordinary wear and tear will not invalidate Jingo Jump, Inc.'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 Jingo Jump, Inc.'s warranty. The buyer must use stakes, tie-downs, and ground covers at all times to ensure the safety of users and the equipment. 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 the Customer. Jingo Jump, Inc. is not responsible for any lost revenue as a result of a warranty claim by the Customer. Jingo Jump, Inc. is not responsible for replacing any Inflatable product with a loaner product during a repair of a product under warranty. Jingo Jump, Inc shall make all such repairs, replacements, and corrections with care. If a returned product is evaluated and found defective, and the warranty for such a product is in force, Jingo Jump, Inc. will bear the cost of shipping the repaired or replacement product for the first Thirty (30) days after the Customer receives the order. Otherwise, all shipping costs will be borne solely by the Buyer. No statement, remark, or representation of any employee or agent of Jingo Jump, Inc. may vary this Limited Warranty unless in writing and signed by the President of Jingo Jump, Inc.

Disclaimer: The provisions of paragraphs 5 are Jingo Jump, Inc.'s sole obligation, and Jingo Jump, Inc. Excludes all other remedies or 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. Jingo Jump, Inc. further disclaims any responsibility whatsoever to the 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.

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

Tolerances: All dimensions stated in the catalogs, website, or elsewhere pertaining to products sold by Jingo Jump, Inc. are approximate and within industry tolerances.

Trademarks And Copyrights: Trademarks, logos, product names, literature, artwork, designs, and photographs are solely used for the purpose of creating products and are exclusively owned and part of Jingo Jump Inc. Any Illegal use of any of these items legislates a copyright infringement and is punishable by law. Jingo Jump, Inc. 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 Jingo Jump, Inc. determines, in its sole discretion, that making, using, or selling the goods would result in the infringement of any patent, Jingo Jump, Inc. reserves the right to cease manufacturing and/or shipping the product, without liability to Buyer.

Modifications: Prices are subject to adjustment if the 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 Jingo Jump, Inc. unless contained in a writing signed by Jingo Jump, Inc. and expressly stating both that such terms are being modified and the nature of such modification. This order cannot be changed within the two (2) week period prior to the projected shipment date unless Jingo Jump, Inc. and Buyer mutually agree to an appropriate change order fee and an appropriate new shipment date, if applicable.

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.

Interpretation: The rights and liabilities arising out of this contract with Jingo Jump, Inc. shall be determined under the Uniform Commercial Code as enacted in California 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 Jingo Jump, Inc. shall have no effect on the provisions controlling the risk of loss of the goods, and Sections 2-510(1) and 2-510(2) of the Uniform Commercial Code shall have no effect on this Confirmation of Order.

Use and Indemnification: Buyer" (person, company, or entity purchasing the inflatable product or device), is solely responsible for the manner of use of the products and other equipment purchased from Jingo Jump, Inc. "Buyer" is solely responsible for all signage, labels, and warnings to consumers or other users of the products and equipment, and or any and all other acts necessary, including user warnings and limitations (e.g., weight, height, age, number of participants, and medical condition limitations), to ensure the safety of the users. "Buyer" acknowledges that they received, read and fully understand all necessary instructions for the safe setup and operation of their Jingo Jump, Inc. inflatable product or device. "Buyer" agrees to operate their Jingo Jump, Inc. inflatable product or device according to the instructions established by Jingo Jump, Inc. "Buyer" agrees to operate their inflatable product or device according to all state and local requirements. "Buyer" agrees to train any person(s) operating the inflatable product or device in the safe operation of the inflatable product or device including safe handling of emergency situations. "Buyer" shall use stakes, tie-downs, and other applicable devices necessary to ensure the safety of the users and the general public. "Buyer" agrees to indemnify, hold harmless and defend Jingo Jump, Inc. and Jingo Jump, Inc. Insurers 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 Jingo Jump, Inc. is required to commence an action to enforce this provision, the Buyer shall pay all of Jingo Jump, Inc.'s legal costs and expenses.

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 Jingo Jump, Inc. 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. Governing Law, Jurisdiction, and Venue: In the event of litigation between the parties concerning the order or any product shipped to Buyer hereunder, the laws of California, U.S.A, shall govern such action. The venue shall be in Los Angeles, California, and the action shall be brought in California or federal courts of appropriate jurisdiction.

DO NOT RENT out unit until it has arrived, been inspected, and accepted in good condition. Jingo Jump, Inc is not liable for any delays in shipment.

If you have any questions about this Agreement, please contact us at 888-720-7747