

## Terms and Conditions:

1. **Orders:** When placing an order from the manufacturer, you must contact the manufacturer directly. Please let the manufacturer know you are from Lunar Landing Moonwalks, LLC. This will allow you to receive additional discounts and special promotions. The order for additional moonwalks or additional equipment is placed through the manufacturer of your choice. The delivery of merchandise comes directly from the manufacturer. The merchandise may have an additional shipping charge if the merchandise is delivered to your business at a private residence (your home).
2. **Payment Terms:** The manufacturer will charge a 50% deposit for a special order or an order, which is not in stock. If the moonwalk or equipment you are ordering is in stock ready to ship, full payment will be required.
3. **Shipping and Handling:** The initial shipping date for any additional equipment is an estimated date. If the manufacturer has a unit in stock, the time needed from shipping to delivery will be less than 1 week. Most moonwalks are shipped by truck. Be aware of a lift gate charge! If the truck driver uses a lift gate to deliver your unit from his truck to you, you will incur an extra lift gate charge. I recommend lifting the unit down yourself. Most manufacturers will include the delivery charge in the pricing of the moonwalk, but not the lift gate charge. Lunar Landing Moonwalks, LLC will not be responsible for any delays in shipping due to unforeseen circumstances such as and not limited to weather, fire, flood, earthquake, union strikes or accidents. Any changes in the original terms of the purchase contract between the purchaser and the vendor may change the price of the purchase contract. Lunar Landing Moonwalks, LLC will not be responsible for any damages sustained from the manufacturer or the shipping company, to the customer during the handling, delivery or shipping process.
4. **Inspection:** When the merchandise is delivered to your home or place of business, the owner or purchaser is responsible for opening up the product and inspecting the product for any damage or defects. The manufacturer requires this inspection be performed within 48 hours. At this point of inspection, if the damage warrants you to notify the manufacturer, Please contact the manufacturer directly. The manufacturer will designate all sales are final. PLEASE INSPECT YOUR PURCHASE. The same procedure is true for any shipping damage. Lunar Landing Moonwalks, LLC should not be contacted for manufacturers warranties or any shipping damage. You should contact Lunar Landing Moonwalks, LLC if you have any unresolved issues with the manufacturer or the shipping company. We will call the appropriate vendor to try and resolve the issue.
5. **Limited Warranty:** The manufacturer will have their respective warranty printed for you to read. Most moonwalks are warrantied from material and manufacturer defects for 1-3 years. Please remember the size and the weight of each moonwalk is not a precise measurement or weight. The

blower units are covered by the same warranty for 1-3 years. Equipment such as the tarps, sand bags or electrical cords are not warrantied. Lunar Landing Moonwalks, LLC does not warranty any of the products purchased from a vendor used for your business.

6. Taxes: All charges subject to federal, state or local taxes will be charged towards your purchase. These taxes will be disclosed at the time of your purchase by the vendor. No taxes or fees are charged by Lunar Landing Moonwalks, LLC.
7. Trademarks and copyrights: Lunar Landing Moonwalks, LLC is a registered trademark. Our product name, logos, artwork, designs and promotional photos are the sole property of Lunar Landing Moonwalks, LLC and it's franchisees. Any unlawful or illegal use of the Lunar Landing Moonwalks, LLC brand will be prosecuted and punishable by law.
8. Purchase of a Lunar Landing Moonwalk franchise: The full purchase price of a Lunar Landing Moonwalk franchise will be in the form of cash or a certified check. You must be at least 18 years of age. A purchaser under the age of 18 must have a parent or guardian co-sign the purchase contract. Each franchise purchase will include 2 moonwalks and 2 air blowers. All paper work contracts used to begin your business franchise are included. Each franchise will come with a template website and advertising materials.
9. Additional equipment: Additional equipment includes; tarps, sandbags, extension cords, hand cart or hand truck, cleaning supplies, a bucket and a sponge mop. The complete list of additional supplies is written in the operations manual. This list includes most of the supplies needed.
10. Franchisee indemnification and use: The person, persons, company or entity whom is the purchaser of a franchise from Lunar Landing Moonwalks, LLC is solely responsible for following and adhering to the rules of usage and all methods and business criteria expressed in detail by Lunar Landing Moonwalks, LLC. The franchise purchaser acknowledges that they have received and read fully the operations manual and the terms and conditions set forth in writing by Lunar Landing Moonwalks, LLC. The franchisee further agrees he /she understands all necessary instructions regarding the safe set up and full operation of using and conducting business in a commercial capacity on a daily basis. The purchaser further agrees, after his /her operational training, to train all personnel in the same manner regarding the safe setup and operation of the franchise. The franchise purchaser agrees to have full knowledge of all safety and emergency procedures regarding the usage of a Lunar Landing Moonwalk franchise. The franchisee will fully explain the safety standards and rules of proper usage to all retail customers. The franchisee further agrees to indemnify, defend and hold harmless Lunar Landing Moonwalks, LLC and it's insurers from actions and claims from 3<sup>rd</sup> parties resulting in legal actions against Lunar Landing Moonwalks, LLC arising from usage of our products.

11. Monetary guaranties of franchise ownership: Lunar Landing Moonwalks, LLC makes no guaranties of future earning income for your individual franchise. Lunar Landing Moonwalks, LLC does not specify or guarantee the amount of time the franchisee will see his or her return of initial investment. Each potential franchise purchaser should analyze the Lunar Landing Moonwalks, LLC business model to make his or her decision on the potential of additional monetary income.
  
12. Governing law, jurisdiction and venue: These terms and conditions set forth by Lunar Landing Moonwalks, LLC will be governed in accordance by the laws of the state of Wisconsin. The franchise purchaser further agrees the jurisdiction and venue for any action brought against Lunar Landing Moonwalks, LLC will be conducted in Waukesha County in the state of Wisconsin.