

AGREEMENT FOR SALE OF GOODS



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TELL US ABOUT YOU

Your Full Name:

Address:

Suburb / City: Zip: State:

Organisation: Org No.

Email:

Phone No: Including Area Code Fax No:

TELL US ABOUT YOUR ORDER

Gaming Guns -- Indicate the number of units for your order. All assumed to be SATR3. For all metal gaming guns specify if paint color upgrade. Specify if any other upgrades, such as slings, are required.

No. of <input type="text"/>	Quester	Add baton?
No. of <input type="text"/>	P90	
No. of <input type="text"/>	Blaster/SATRAIR	Upgrade to Sniper Lens? Default Tube Color Black. Options: Blue or Red
No. of <input type="text"/>	Scorpion	
No. of <input type="text"/>	Spitfire	
No. of <input type="text"/>	Morita	Sniper/SAW
No. of <input type="text"/>	Cobra	Specify Red Blue or Green Decals. Remove Red Dots?
No. of <input type="text"/>	HB14	
No. of <input type="text"/>	Dom/Battle Box	Default Color Yellow -- Upgrade to whip antenna?
No. of <input type="text"/>	Master Controller	Upgraded to whip antenna?
No. of <input type="text"/>	Melee Pack	
No. of <input type="text"/>	Repeater Box	
No. of <input type="text"/>	Claymore	

Hats camo Head-wrap Red / Blue Headbands RED/BLUE/GREEN/BLACK (indicate color)

Spares Kit metal Coverall Adult - Small to Med (indicate pattern) Coverall Adult-Large to 5XL (indicate pattern)

Spares Kit Cobra Extra Batteries Banner Battery Charger

Upgrades -- Indicate the number and model to be upgraded (please include each serial number on a separate sheet)

No. of <input type="text"/>	Classic to SATR 3	
No. of <input type="text"/>	SATR 1 to SATR 3	
No. of <input type="text"/>	SATR 2 to SATR 3	

Language Pack --New SATR3 system comes default 11,000+SFX. If you need to customize, please specify below.

Custom Contact your consultant for the format for your WAV files

DELIVERY DETAILS

Client's Address:		Ship by Date:			
Suburb / City:		Zip:		State:	
International Airport:		International Seaport:			

TERMS & CONDITIONS

HQ: Unit 1/6 Graham St, Underwood, QLD, 4119 AUSTRALIA
Telephone: (+61) 7 3208 8003 Fax: (+61) 7 3208 3001
Email: info@battlefieldsports.com Internet: www.battlefieldsports.com



Battlefield Sports (BFS) is the supplier of the Goods described above (3rd parties supply various key components & accessories). BFS wishes to sell & you wish to buy goods from us upon the terms & conditions contained in this order.

CLIENTS SCHEDULE & TITLE

Payment is due before the goods are shipped. The Title to the Goods passes to the Client upon payment in full being received by BFS.

SHIPPING

On all items **except** inflatables BFS will ship the goods (CIF or ex-Works) to the customer by air freight to nearest major international airport as specified by the customer or within Australia via road freight. Inflatables will ship by sea freight from China to nearest major sea port specified by the customer. MoQ requirements apply. If sea freight is used, then the Customer is responsible for collection of goods from port (air & sea) including any Duties or Taxes into the Client's Country/State & any extra importation or re-delivery charges.

LIMITED WARRANTY

Battlefield Sports ("BFS") warrants that:

- (a) in respect of metal units (other than previously used guns), for a period of 24 months from the date of original purchase;
- (b) in respect of poly-carbonate units (other than previously used guns), for a period of 12 months from the date of original purchase;
- (c) in respect of gaming guns sold as previously used, for the period of months from the month of manufacture;
- (d) in respect of scopes and electronic parts, for a period of 12 months [from the date of the purchase].

In each case the "Warranty period", the goods will be free from defects in material and workmanship under normal use and reasonable care (as determined in the sole opinion of BFS); fair wear and tear excepted.

This warranty does not apply to infrared transmitters, sensor cables, fuses, switches and buttons used in goods as these are considered to be consumables. Furthermore, this warranty does not cover any goods which have been subject to misuse, abuse, neglect, accidental damage, excess heat or moisture or the use of incorrect voltage or current when charging or an alteration to the goods which affects the viability or performance of the goods ("excluded defects"). If the goods are or become faulty during the Warranty Period, BFS will repair or replace the goods (at its election) at no cost to you (other than freight and insurance charges which are your responsibility) provided you can satisfy BFS that the defect in the goods falls within the warranty set out above and is not an excluded defect. To make a claim in respect of the goods which you believe are defective, please contact BFS at: 1/6 Graham Street, Underwood, Queensland, Australia Tel: (+61) 7 3208 8003 Fax: (+61) 7 3208 3001 Email: support@battlefieldsports.com

You will need to advise BFS of the following information with your claim: 1. details of the product and a description of the defect; 2. evidence of purchase (date and place); 3. the date on which defect appeared or became evident and the circumstances of usage. BFS will advise you whether it is necessary to return the goods for assessment of the claim. If BFS, its agent or TechCo can diagnose and resolve the problem by phone or email, then it will do so. If it cannot, then BFS will indicate to you where to send the goods. In the case of inflatables, this may be to the factory in China of the manufacturer. If BFS determines the goods to be faulty and that the fault falls within the Warranty. We will decide whether to repair or replace the goods and advise you accordingly. If BFS decides that the goods do not fall within the Warranty or the defect is an excluded defect. BFS will send you a quotation for repairs or replacement. If you do not accept the quotation, the goods will be returned to you at your cost. The benefits under this Warranty are in addition to other rights and remedies available to you under the law. However, except to the extent that the exclusion, restriction or modification of such rights and remedies is prohibited by the Australian Consumer Law or other legislation as the same may apply to the supply of these goods, the warranties expressed herein are in lieu and to the exclusion of, and you waive, all other warranties, rights and remedies whatsoever related to the goods, whether express or implied, statutory or otherwise. Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

CLIENTS DEFAULT

If the client fails to pay the balance investment amount within 30 days of being notified the goods are ready, BFS reserves the rights to declare the initial investment forfeited and/or resell the goods without any notice.

SPECIAL ITEMS

All gaming guns will be supplied with red dot scopes already installed except for Morita model which comes with a fitted telescopic scope, unless otherwise specified. Most gaming guns & equipment will come installed with a rechargeable NiMH battery. Batteries are delivered **without** conditioning due to transport regulations (please contact your agent for conditioning instructions). The SATRAIR/Blaster model comes with a Litho battery. Free Tier one support is via email. Tier two gaming gun repair service is return to base provided by the Australian factory. Tier two inflatables repair service is return to base by the Chinese factory.

INTELLECTUAL PROPERTY

The client acknowledges BFS owns the Intellectual Property rights in the Goods. This order does not confer in favor of the client any rights, nor does it assign, transfer or give to the client any other right to use or copy BFS's Intellectual Property rights in the Goods. The client must keep confidential all information & technical data disclosed by BFS to the client in the Goods unless prior released to the public domain by BFS. Public domain includes information published to the public on BFS's web sites.

TRADE MARK LICENCE DEED

The client acknowledges BFS as the owner of the "Battlefield LIVE," "SATR," "Laser Tag in a Box", "Ready, Aim...Fun!" and "Battlefield Sports" trademarks. If the client wishes to use the "Battlefield LIVE" trademark in connection with the promotion and provision of entertainment services, BFS agrees to grant the client a non-exclusive, non-transferable, royalty-free licence to use trademark, in the stylized form as depicted in the Guidelines, on the web site approved by BFS and hosted by BFS provided the domain name is owned by BFS, and solely to the extent necessary to provide Entertainment Services to customers, and to use the words "Battlefield LIVE" in the company name of the client. **Please note that clients cannot use our trade marks in Australia.** The client must not use any of our Trademarks other than as authorised here, and must use our goods, and must not use goods similar to our goods not purchased from BFS, and must ensure services are of merchantable quality, fit for their purpose, of a professional standard and otherwise comply with any applicable law. The client shall comply with the requirements as to the manner and context of use as set out in the Guidelines and such other specifications and standards of quality and performance approved by BFS from time to time including requirements as to quality, materials, workmanship, and content. Further, the client shall not use in connection with its business any trademark that is substantially identical with, or deceptively similar to, any BFS trademark. Commencement date is that date of this signed agreement and will continue for an initial period of 1 year. BFS may amend the Guidelines as it sees fit.

BAR TO ACTION

The Client agrees that this Order may be pleaded as a bar to any action, suit or proceedings taken at any time by the Client against BFS arising out of or as a consequence of Battlefield Live or any incidental activities. The client agrees to indemnify & keep indemnified BFS against any actions, suits, claims, proceedings, losses, damages, compensation sums of money, costs (including legal costs on an attorney), charges, expenses or demands of whatever nature or kind made by any person in respect of any matter or thing done or omitted to be done, negligence, breach of statutory duty or any matter or thing arising out of the sale, supply to or use of the Goods.

BINDING ON SUCCESSORS

This Order binds the heirs, administrators, executors, personal representatives, dependants (if any) & successors of the Client & enures for the benefit of BFS & its successors & assigns.

PRIVACY

BFS is committed to protecting and respecting your privacy. We collect information from you for the primary purpose of providing quality Battlefield Sports entertainment equipment. When you place an order we use your name, address, email and order information for the performance of a contract between yourself and us. We require you to provide us with details so that we may properly attend to your needs. This means we will use the information you provide in the following ways: administrative purposes, billing purposes (if required), disclosure for research & quality assurance activities to improve entertainment services. You have the right to check and amend your data at any time which you may do by emailing a request to info@battlefieldsports.com. To comply with the EU GDPR regulations, we have updated our privacy policy in 2018. To read the policy, see <https://battlefieldsports.com/privacy>

USER CONTENT

We welcome your submissions such as testimonial stories or endorsements about your life experiences using the Goods, including your logo. You hereby grant BFS a worldwide, royalty-free, non-exclusive license to reproduce & modify (for purposes of formatting, maintenance or web site administration only) such items. You also grant BFS the right to distribute, create compilations & derivative works, & publicly display & perform such items in any medium, including, but not limited to, republishing this work with the work of other users so that other users may read your work as an example of a successful application of what you have learned. BFS reserves the right, in its sole discretion, to delete or remove your items from BFS web site or databases at any time for any reason without prior notice or liability. To the maximum extent permitted by law, BFS has no

liability related to these items arising under the laws of copyright, libel, privacy, obscenity, or otherwise. BFS also disclaims all liability with respect to the misuse, loss, modification, or unavailability of any of these items.

BUSINESS DOCUMENTATION

BFS will provide in electronic form (email) copy of the “Basic Games Handbook”. To order your copy email nicole@battlefieldsports.com BFS will also, on request, email a copy of the e-book “Right on Target” normally \$29.95.

MARKETING ASSISTANCE

An electronic version of marketing materials used by Battlefield Sports in the operation of Battlefield LIVE will be made available to the customer upon receipt of initial payment upon request from the customer. Password protected access is granted to the Battlefield Sports University (BFSU) which includes, amongst other collateral, access to television commercial scripts and radio advertisement scripts. Contact marketingco@battlefieldsports.com for assistance. All clients in good standing will be afforded a username/password to access the online Battlefield Sports University. This online resource has lots of useful stuff including an image library, marketing ideas and suggestions, and self-paced learning courses.

OPERATIONAL ASSISTANCE

Peter Lander, the company founder with more than 15 years operational experience with live gaming will provide, via email, operational support required by the client. Operational assistance includes site selection, field layouts to suit different size fields and groups, packing checklists & booking check lists. Email peter@battlefieldsports.com for assistance.

AGREEMENT

The Client agrees to place this order according to the terms & conditions overleaf.

SIGNED by the Client	
_____)	_____)
(CLIENT’S FULL NAME. PLEASE PRINT))	Signature of Client
Dated: _____)	Signature of Witness of the Client

SIGNED by BFS	
_____)	_____)
(BFS’ REP. PLEASE PRINT))	Signature of BFS’ Rep
Dated: _____)	Signature of Witness of the BFS Rep

