

**PLEASE SIGN IN BOTH LOCATIONS AND FAX TO: 815-477-7395 or
SCAN AND EMAIL TO SALES@NINJAPAINBALL.COM**

The below-listed companies have indicated that this form of certificate is acceptable. The issuer and the recipient have the responsibility of determining the proper use of this certificate under applicable laws in each state, as these may change from time to time. PLEASE WRITE CLEARLY.

Issued to Seller: **PRESSURE SPECIALIST INC AKA NINJA PAINTBALL**

Address: 186 Virginia Road
Crystal Lake, Illinois
60014
PH: 815-477-0007 FAX 815-477-7395

I certify that:

Name of Company: _____
BUSINESS TYPE: C Corp S CORP LLC SOLE PROPRIETOR

Contacts: _____

Address: _____

Phone: _____

Fax: _____

Email(s): _____

Website: _____

Is engaged as a registered:

Wholesaler: _____ Retailer: _____ Manufacturer: _____
Paintball Field: _____ Other (Specify): _____

And is registered with the below listed states and cities within which Pressure Specialist Inc. would deliver purchases to us and that any such purchases are for wholesale, resale, ingredients or components of a new product or service to be resold, leased or rented in the normal course of business. We are in the business of wholesaling, retailing, manufacturing, leasing (renting) the following:

Description of Business: _____

General description of tangible property or taxable services to be purchased from the seller: **Paintball Equipment**

***State Registration, Seller's Permit or ID Number of Buyer:**

***Please attach all supporting documents**

I further certify that if any property or service so purchased tax free is used or consumed by the Company as to make it subject to a Sales or Use Tax, we will pay the tax due directly to the proper taxing authority when state law so provides or inform the Seller for added tax billing. This certificate shall be a part of each order which we may hereafter give to you, unless otherwise specified, and shall be valid until canceled by us in writing or revoked by the city or state.

Under penalties of perjury, I swear or affirm that the information on this form is true and correct as to every material matter.

Authorized Signature: _____
(Owner, Partner or Corporate Officer)

Title: _____

Date: _____

Hydro Test Policy:

NINJA PAINTBALL REG SWAP AND RE-HYDRO TERMS AND CONDITIONS. PLEASE INCLUDE WITH YOUR AIRSYSTEM; YOUR NAME, ADDRESS, PHONE NUMBER AND EMAIL.

The Cylinder MUST be empty prior to shipping to NINJA PAINTBALL. Cylinder must have all decals, stickers, tank covers, etc., removed prior to shipment.

DO NOT REMOVE OR ATTEMPT TO REMOVE THE MANUFACTURERS LABEL!

1. NINJA PAINTBALL IS NOT RESPONSIBLE FOR CUSTOMER TANK COVERS OR ANY OTHER TANK ACCESSORY.
2. **NINJA PAINTBALL is not liable for damage that occurs to the regulator or cylinder during removal process of the regulator from the cylinder.**
3. Customer is responsible for all shipping charges to NINJA PAINTBALL. Customer is responsible for protecting the regulator and cylinder from damage during the shipping process. Customer is responsible for filing damage claims with the shipper. NINJA PAINTBALL accepts customer's regulator and cylinder in "as is" condition when received at NINJA PAINTBALL facility. NINJA PAINTBALL is not responsible for damage claims related to shipping to and from our facility. All claims must be filed by the customer with the carrier.
4. All cylinders will be tested per DOT CFR 49 and CGA requirements. Cylinders that fail DOT CFR 49 test requirements will be condemned in accordance with DOT CFR 49 and CGA requirements. The condemned cylinder and regulator will be returned to the customer upon request. Regulator will not be installed on condemned cylinders.
5. **REFUNDS ARE NOT ISSUED ON CONDEMNED CYLINDERS.**
6. NINJA PAINTBALL will reinstall the regulator or new NINJA REG using a red thread locker and or torque. ALL REG SWAP REGULATORS (old regulator) REMAIN THE PROPERTY OF NINJA PAINTBALL and are not returned.
7. **NOTE: THE THREAD LOCKER IS NOT A PERMANENT SEALANT AND IS USED PRIMARILY TO HELP REDUCE THE REMOVAL OF THE REGULATOR FROM THE BOTTLE WITHOUT THE USE OF TOOLS. THIS IS FOR YOUR SAFETY AND WE RECOMMEND THE USE OF A THREAD LOCKER.**
8. **Customer may elect NOT to have NINJA PAINTBALL install the regulator. NINJA PAINTBALL recommends that the customer have a qualified airsmith install the regulator to the cylinder. NINJA PAINTBALL is not responsible for regulator installation not performed by NINJA PAINTBALL. NINJA PAINTBALL is not responsible for the safe use of the valve / regulator and cylinder once they leave the NINJA PAINTBALL location.**
9. **NOTE: NINJA PAINTBALL WILL NOT INSTALL A REGULATOR WHICH WE DETERMINE IS UNSAFE. ONE OF OUR OEM FACTORY CERTIFIED AIRSMITHS WILL CONTACT YOU WITH INFORMATION REGARDING YOUR VALVE / REGULATOR.**
10. Cylinders returned to NINJA PAINTBALL for non-delivery will be held by NINJA PAINTBALL until customer pays for return shipping charges. NINJA PAINTBALL is not responsible for cylinders not claimed and paid for within 30 days.

TERMS AND CONDITIONS OF SALE

1. CONTROLLING PROVISIONS. PRESSURE SPECIALIST, INC., AN ILLINOIS CORPORATION D/B/A NINJA PAINTBALL (“SELLER”), EXPRESSLY LIMITS ACCEPTANCE TO THE TERMS AND CONDITIONS (THIS “AGREEMENT”) CONTAINED HEREIN, AND THIS AGREEMENT CONTAINS THE ONLY TERMS AND CONDITIONS UNDER WHICH SELLER AGREES TO BE BOUND. Unless Seller otherwise agrees in writing, this Agreement shall be applicable to all agreements, purchase orders, acknowledgement forms, invoices, references to Seller’s website, and sales of all Seller’s products, goods and/or services (individually and collectively, “Product”) to you (“Buyer”).

All terms and conditions contained in any prior oral or written communication, including, without limitation, Buyer’s own purchase order form, which are different from, or in addition to, this Agreement are hereby rejected and shall not be binding on Seller, whether or not they would materially alter this document, and Seller hereby objects thereto. Seller’s acceptance of any order is subject to Buyer’s assent to all of this Agreement, and Buyer’s assent to this Agreement shall be conclusively presumed from (i) Buyer’s receipt of this Agreement without prompt and specific written objection thereto in correspondence (not in a pre-printed form) directed to an officer of Seller, or (ii) from Buyer’s acceptance of all or any part of Product ordered.

If Buyer’s purchase order should be construed as an offer to purchase rather than an acceptance of any offer to sell, then Buyer is hereby notified that Seller’s acceptance of any order from Buyer is expressly subject to Buyer’s assent to each of the terms and conditions set forth in this Agreement (whether delivered in connection with Seller’s purchase order form, acknowledgement form, invoice, reference to Seller’s website, or otherwise); and Buyer’s assent to this Agreement shall be conclusively presumed from (i) Buyer’s receipt of this Agreement without prompt and specific written objection thereto in correspondence (not in a pre-printed form) directed to an officer of Seller, or (ii) from Buyer’s acceptance of all or any part of Product ordered.

If Buyer’s purchase order or any other document or correspondence contains terms and conditions different from, contrary to, inconsistent with, or additional to the terms and conditions contained in this Agreement, then Seller’s action in filling any order received from Buyer, or Seller’s confirmation of the quantity, price, and delivery terms stated on Buyer’s purchase order (in an acknowledgement, invoice or otherwise), shall not be construed as Seller’s assent to any different, contrary, inconsistent or additional terms and conditions, or as Seller’s waiver of any of Seller’s terms and conditions as stated in this Agreement.

Any reference to Buyer’s purchase order noted on a Seller acknowledgement, invoice or other form, or correspondence delivered from Seller to Buyer shall not override, limit, or affect in any way the applicability of this Agreement.

2. SHIPPING CHARGES; TAXES. All Products are shipped FEDEX signature required with insurance. Truck shipments LTL unless a carrier is specified are shipped at seller’s discretion F.O.B. the location of Seller’s facility from which Product is shipped. Other shipping arrangements are available upon request additional fees may apply. Buyer shall pay, and be exclusively liable for, all costs of shipping, delivery, insurance and the like after Seller has affected delivery of Product to the carrier. Prices do not include any tax or other governmental charge or assessment on the sale, shipment, production or use of any Product sold hereunder. Such taxes and charges, when applicable, may appear as separate additional charges on Seller’s invoice. Buyer shall be responsible for and shall pay to Seller, or if requested by Seller, directly to the taxing authority, all applicable taxes, fees, levies, imports, duties, tariffs, withholdings or other charges (including any interest and penalties thereon) imposed by any taxing authority by reason of the sale and delivery of Product to Buyer.

3. TERMS OF PAYMENT. Ninja Paintball accepts credit cards (VISA, MASTER CARD, DISCOVER, AMERICAN EXPRESS), PAYPAL, and wire transfers. **Personal checks are not accepted.** Ninja Paintball is a division of Pressure Specialist Inc (PSI), **Credit card billing and shipping address must be the same all invoices will be from PSI. ALL INTERNATIONAL ORDERS AND ORDERS OVER \$5,000.00 ARE WIRE TRANSFER OR ACH PAYMENT ONLY; EXCEPTIONS CAN BE MADE ON A PER CASE BASIS.**

Make all checks payable to:

Pressure Specialist Inc

Buyer shall pay in full all amounts due for purchased Product prior to shipment of any Product; except that if Seller in its sole discretion deems Buyer's financial condition satisfactory, then Seller may agree in writing to allow the Buyer to pay such amount in cash within thirty 30 days from the date that Seller effects shipment of the Product to Buyer. If made by company check or terms are net 30 days as described above, Seller will not ship any product until each individual signing this Agreement on behalf of Buyer unconditionally guarantees all of the obligations of Buyer under this Agreement in form and manner determined by Seller in its sole discretion. **Orders for all parts that are customized, made to customer specifications, or lasered, such as containing a logo or company name, cannot be canceled, modified or returned. Nonrefundable deposit is required at time of order for all custom products.**

4. TITLE. Title to any Product sold by Seller to Buyer shall pass from Seller to Buyer when such Product is delivered by Seller to the carrier for shipment to Buyer; however, if Buyer should fail to pay when due any amount Buyer owes to Seller, Seller shall have, in addition to any other rights of Seller, the right (without liability to Seller) to repossess Product or to require Buyer to effect (at Buyer's expense and risk) the return delivery of Product to Seller.

5. RISK OF LOSS. Seller assumes no responsibility for delay, breakage or damage after having made delivery in good order to the carrier. All risk of loss of or damage to Product shall be assumed by Buyer upon Seller's delivery of such Product to the carrier for shipment to Buyer. Any and all claims by Buyer for damage, loss or delays in transit shall be made by Buyer against the carrier (with written notice thereof to Seller), and Seller shall have no responsibility or obligations with respect to any such damage, loss or delay. If requested by Buyer, transportation charges and insurance will be prepaid and will be added to the invoice as a separate item. Buyer shall carry out all customs formalities and bear all of the costs and risks resulting therefrom. **Orders are shipped signature required with insurance.**

6. DEFAULT; COLLECTION EXPENSES.

(a) If any payment made by Buyer is returned for insufficient funds, such amount will be charged back to Buyer together with a service charge in the amount of \$50.00; and in each such case, Buyer must replace such payment with a wire transfer, certified check or money order. Upon any default hereunder by Buyer, Seller may, in addition to any other remedy available to Seller, terminate any delivery or suspend further deliveries of other shipments of any other Product to or on behalf of Buyer. At any time, including, without limitation, if Buyer's financial condition becomes unsatisfactory to Seller in the Seller's sole and absolute discretion, Seller may require cash payments or other satisfactory security before Seller will deliver any further Product to Buyer.

(b) In the event Buyer fails to make payment when due for purchases, Buyer agrees to pay all of Seller's costs of collection, including reasonable attorneys' fees, costs, and expenses. Buyer shall pay an additional interest and service charge in the amount indicated on Seller's then current applicable price list or, if none is so indicated, in an amount equal to 1.5 percent of the unpaid balance per month (or portion thereof), or if less, at the highest interest rate permitted by applicable law, accruing from the applicable due date. Buyer shall not withhold or set off from any amounts due to Seller any amounts claimed to be owed by Seller to Buyer for any reason. Buyer

acknowledges and agrees that these charges are a reasonable estimation of the damages Seller will incur upon Buyer's default. The terms of this Section shall survive any termination of this Agreement.

7. INSPECTION BY BUYER. Buyer shall carefully inspect all deliveries of Products as they are received by Buyer and report to Seller promptly (but in any event within three calendar days after receipt of shipment) any alleged error, shortage, defect or nonconformity of such Products. Any failure by Buyer to timely inspect and timely report shall constitute Buyer's acceptance of such Product and Buyer's waiver of any claim or right of Buyer against Seller arising with respect to any error, shortage, defect, or nonconformity. Buyer shall conduct any required inspection at its expense and shall return any nonconforming Product to Seller within said three-day period at Buyer's sole expense and risk.

8. RETURNS. No returns shall be accepted without a Return Material Authorization number provided by Seller by calling 877-646-5287. In the event that Seller authorizes Buyer's request for a return, the returned Products shall be shipped to Seller in original condition with the Return Material Authorization number in original materials and packaging, freight prepaid by Buyer, and at Buyer's sole risk and expense. Buyer shall be charged a restocking fee equal to 20 percent of the original order value for each returned "opened" Product. In no event will Seller consider returns for Products shipped greater than 30 days prior to the request for return. Buyer shall be deemed to have accepted the Product at the time of delivery unless it returns such Product to Seller in accordance with this Agreement.

9. DELIVERY DATES; FORCE MAJEURE. All delivery and completion dates are approximate and Seller shall not be responsible for any damage of any kind resulting from any delay. Seller shall not be liable for any default or delay if caused, directly or indirectly, by acts of God, the elements, labor strikes or other labor disputes, accidents, economic shocks, any governmental action, civil commotion, acts of terrorism, prohibition or regulation, shortage or breakdown of or inability to obtain or non-arrival of any labor, material or product used in the manufacture of Product, failure of any party or third-party to perform any contract with Seller or Buyer relative to Product, or from any other cause whatever beyond Seller's control (individually and collectively, the "Force Majeure Event"). If a Force Majeure Event prevents, delays or otherwise interferes with Seller's delivery or completion of Product which would cause the cost of Product to exceed the total purchase price of such Product, Seller shall be under no obligation to deliver Product unless Buyer agrees to pay the additional costs incurred by Seller in connection with such Force Majeure Event to complete delivery of Product.

10. LIMITED WARRANTY AND WARRANTY PERIOD. Seller warrants that the Products will be free from defects in material and workmanship at the time of purchase and for a period of one (1) year from the original date of purchase. No employee, salesperson, representative or agent of Seller is authorized to modify this Limited Warranty. Some exclusions apply to certain products. We realize that in some rare instances, you may need some assistance with a return. The following information will assist you process your return:

No returned merchandise will be accepted without a Return Material Authorization (RMA). Please call our toll free number and speak with a customer service representative to obtain a RMA # and shipping instructions. We will issue an in house credit you on your next order unless requested otherwise within 10 days of receiving the returned item.

Unopened Merchandise:

You (the customer) may return any "unopened" products and accessories within 30 days of delivery for a full refund. **You will be responsible for both the original outbound shipping charges as well as return shipping charges.**

Opened Merchandise:

"Opened" products and accessories can be returned within 30 days of delivery, but will be subject to a **20% restocking** fee to cover testing, cleaning and repackaging expenses. You will be responsible for both the original outbound shipping charges as well as return shipping charges. Opened returns must be in saleable condition with original materials and packaging.

Seller's Obligation Under Warranty. Seller's sole obligation under this Limited Warranty shall be, in Seller's sole discretion, either to replace products or to refund the purchase price, during the warranty period when it has been determined by Seller that Product was defective as a result of manufacturing and not as a result of (i) any modification of the Product, (ii) improper use, delivery, storage or handling, (iii) the failure to treat or maintain the Product with reasonable care, or (iv) abnormal conditions, including, without limitation, abuse, neglect, or exposure to any substance or attachment that modifies, alters or otherwise damages the Product. This Limited Warranty does not apply to wear items including, without limitation, regulator bonnet and bottle threads, fill nipples, o-rings, springs and burst disks. Seller does not assume responsibility for delays in replacement of Products subject to this Limited Warranty. **SELLER SHALL HAVE NO OBLIGATION OR LIABILITY UNDER THIS LIMITED WARRANTY TO ANY PARTY OTHER THAN THE ORIGINAL BUYER OF THE PRODUCT, INCLUDING, BUT NOT LIMITED TO BUYER'S CUSTOMERS, BENEFICIARIES, SUCCESSORS OR ASSIGNS, OR ANY OTHER THIRD PARTY. WHERE APPLICABLE PRODUCTS ARE MAUNUFACURED TO ASTM/DOT/TC/CGA COMPLIANCY. IT IS THE RESPONSIBILITY OF THE BUYER/ USER OF OUR PRODUCTS TO DETERMINE IF OUR PRODUCTS ARE COMPLIANT FOR SALE IN THEIR INDUSTRY/ STATE/ COUNTRY.**

(a) *How to Obtain Warranty Service.* In order to obtain service under this Limited Warranty, Buyer must receive a Return Material Authorization number provided by Seller at 877-646-5287, then ship the Products to Seller with the Return Material Authorization number and proof of purchase, freight prepaid by Buyer, and at Buyer's sole risk and expense.

(b) *Seller's Obligation Under Limited Warranty.* Seller's sole obligation and liability under this limited warranty shall be, in Seller's sole discretion, and only during the Limited Warranty period, either to repair or replace product, with respect to which Buyer notifies Seller of Buyer's claim of alleged defect or nonconformity under this limited warranty by delivering such product to Seller in accordance with Section 10(b) above, and which is determined by Seller to be defective or nonconforming under this limited warranty. If Seller determines that the Limited Warranty applies, then Seller will reimburse Buyer for reasonable shipping costs and expenses incurred by Buyer in returning the defective or non-conforming product. Product replaced by Seller under this limited warranty shall be warranted for the balance of the original Limited Warranty period or 90 days, whichever is longer. Seller does not assume responsibility for delays in replacement of products subject to this limited warranty.

11. DISCLAIMER OF ALL OTHER WARRANTIES. SELLER MAKES NO WARRANTIES OR CONDITIONS BEYOND THOSE STATED IN THE LIMITED WARRANTY. SELLER DISCLAIMS, AND BUYER HEREBY WAIVES, ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT.

12. LIMITATION OF LIABILITY. BUYER'S SOLE AND EXCLUSIVE REMEDY FOR BREACH OR ANY CLAIM ARISING OUT OF, RELATING TO OR IN CONNECTION WITH THIS AGREEMENT, OTHER THAN THOSE ARISING UNDER THE LIMITED WARRANTY, SHALL BE, IN SELLER'S SOLE DISCRETION, EITHER A REFUND OF THE PURCHASE PRICE FOR PRODUCT ACTUALLY PAID BY BUYER, OR A REPLACEMENT OF PRODUCT GIVING RISE TO SUCH BREACH OR CLAIM.

(A) EXCEPT FOR THE LIMITED WARRANTY SET FORTH ABOVE, SELLER SHALL HAVE NO LIABILITY, OBLIGATION OR RESPONSIBILITY OF ANY KIND, IN ANY WAY OR TO ANY EXTENT FOR ANY CLAIMS, LOSSES, EXPENSES, COSTS, DAMAGES OR LIABILITIES, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH, ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH (I) THE PRODUCT; (II) ANY REPRESENTATION OR WARRANTY OF ANY KIND WITH RESPECT TO THE PRODUCT (OR THE USE, SALE OR RESALE THEREOF), (III) THE SALE, USE

OR RESALE OF THE PRODUCT; (IV) ACTS OR OMISSIONS OF ANY THIRD PARTY, INCLUDING, WITHOUT LIMITATION, ANY VENDOR REFERRED BY OR ON BEHALF OF BUYER TO SELLER.

(B) IN NO EVENT WHATSOEVER SHALL SELLER HAVE ANY LIABILITY, OBLIGATION OR RESPONSIBILITY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES ARISING IN ANY WAY IN CONNECTION WITH THE PRODUCT OR THEIR SALE, USE OR RESALE, INCLUDING BUT NOT LIMITED TO INFRINGEMENT OF ANY KIND, DAMAGE TO PROPERTY, INJURY TO PERSONS, LOSS OF USE OF PRODUCTS OR ANY ITEM WITH WHICH SUCH PRODUCTS ARE USED, LOST PROFITS, OR DELAYS OR INCONVENIENCE.

(C) SELLER'S MAXIMUM LIABILITY TO BUYER HEREUNDER, OR TO ANY PARTY OTHER THAN THE ORIGINAL BUYER OF PRODUCT, INCLUDING, BUT NOT LIMITED TO BUYER'S BENEFICIARIES, SUCCESSORS OR ASSIGNS, OR ANY OTHER THIRD PARTY, ARISING OUT OF OR IN CONNECTION WITH THE PRODUCT OR THE SALE, USE OR RESALE OF THE PRODUCT, THE TRANSACTIONS CONTEMPLATED HEREBY, OR SELLER'S OR BUYER'S CONDUCT OR ACTIONS IN RELATION TO ANY OF THE SAME OR TO EACH OTHER, RESULTING FROM BREACH OF CONTRACT, NEGLIGENCE OR OTHERWISE, SHALL BE STRICTLY LIMITED TO, THE AMOUNT ACTUALLY RECEIVED BY SELLER FROM BUYER AS PURCHASE PRICE FOR THE PRODUCTS WHICH GIVE RISE TO SELLER'S LIABILITY.

13. TRADEMARKS.

(a) Seller authorizes and grants to Buyer a revocable, non-exclusive, non-transferable, non-sublicensable right to use the brand names, trademarks and other indicia of manufacturing origin and quality (collectively, the "Trademarks") of Seller or Product solely in connection with Buyer's authorized advertising, marketing, promotion and sale of Product, but only subject to the prior written approval of Seller and only in accordance with the instructions and guidelines given by Seller to Buyer. Buyer agrees that use of the Trademarks shall include notice of ownership by Seller in a form as provided by Seller. Upon Seller's request, Buyer shall submit in advance of their use advertising and promotional materials and any other documents displaying any of the Trademarks.

(b) Buyer acknowledges that nothing in this Agreement shall give Buyer any right, title or interest in or to any of Seller's Trademarks other than pursuant to the license granted herein. Buyer's use of Seller's Trademarks inures to the benefit of Seller. Buyer further agrees never to challenge, contest or question the validity of ownership of any of Seller's Trademarks or any applications to register or registrations of Seller's Trademarks. Buyer shall not apply to register in any country or jurisdiction any of Seller's Trademarks or any other intellectual property rights of Seller.

14. MISCELLANEOUS.

(a) *Enforcement.* Buyer shall be responsible and liable for all costs and expenses (including reasonable attorneys' fees and costs) incurred by Seller in enforcing its rights and Buyer's obligations under this Agreement.

(b) *Binding Effect.* This Agreement shall be binding upon and inure to the benefit of the parties, their respective successors, legal representatives and permitted assigns.

(c) *Assignment.* Buyer shall not assign or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of Seller.

(d) *Governing Law.* The laws of the State of Illinois (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement and the transactions it contemplates, including, without limitation, its interpretation, construction, performance, enforcement and all tort claims. The United Nations Convention on Contracts for the International Sale of Goods shall not be applicable to this Agreement and any purchase or sale made hereunder.

(e) *Forum Selection.* Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement may bring the legal action or proceeding in the United States District Court for the Northern District of Illinois or in any court in the State of Illinois sitting in the City of Chicago. Each party waives, to the fullest extent permitted by law:

(i) Any objection that it may now or later have to the laying of venue or any legal action or proceeding arising out of or relating to this Agreement brought in any court of the State of Illinois sitting in the City of Chicago, or the United States District Court for the Northern District of Illinois; and

(ii) Any claim that any action or proceeding brought in any court specified in paragraph (e) has been brought in an inconvenient forum.

(f) *Submission to Jurisdiction.* Each party to this Agreement submits to the nonexclusive jurisdiction of (i) the United States District Court for the Northern District of Illinois and its appellate courts, and (ii) any court of the State of Illinois sitting in the City of Chicago and its appellate courts, for the purposes of all legal actions and proceedings arising out of or relating to this Agreement.

(G) WAIVER OF JURY TRIAL. EACH PARTY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY TO THE EXTENT PERMITTED BY LAW IN ANY ACTION OR OTHER LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT AND THE TRANSACTIONS IT CONTEMPLATES. THIS WAIVER APPLIES TO ANY ACTION OR OTHER LEGAL PROCEEDING, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE. EACH PARTY ACKNOWLEDGES THAT IT HAS RECEIVED THE ADVICE OF COMPETENT COUNSEL.

(h) *Notices.* All notices which are required to be given shall be in writing and delivered to the address set forth on Seller's invoice. Any such notice shall be delivered by hand or by certified first class mail, postage prepaid, return receipt requested, and shall be deemed given upon the date hand delivered or three days after mailing.

(i) *Severability.* The invalidity or unenforceability of any of the provisions of this Agreement shall not affect the validity or enforceability of any other provisions of this Agreement, which shall remain in full force and effect. If any provision of this Agreement is for any reason held by a court of competent jurisdiction to be invalid or unenforceable, it shall be construed to make it valid and enforceable by limiting it as to time, subject or geographical scope as required under applicable law.

(j) *No Waiver.* All rights, privileges and remedies afforded Seller shall be deemed cumulative and not exclusive, and the exercise of any one of such remedies shall not be deemed a waiver of any other right, privilege or remedy. No term or condition of this Agreement shall be deemed to have been waived by Seller, nor shall there be any estoppel against Seller, except by written consent of Seller.

(k) *Rights and Remedies Cumulative.* Any enumeration of Seller's rights and remedies set forth in this Agreement is not intended to be exhaustive. Seller's exercise of any right or remedy under this Agreement does not preclude the exercise of any other right or remedy. All of Seller's rights and remedies are cumulative and are in addition to any other right or remedy stated in this Agreement, any other agreement between the parties or which may now or subsequently exist at law or in equity, by statute or otherwise.

(l) *Entire Agreement.* This Agreement constitute the final agreement between the parties. It is the complete and exclusive expression of the parties' agreement on the matters contained in this Agreement. All prior

and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement. The provisions of this Agreement may not be explained, supplemented or qualified through evidence of trade usage or a prior course of dealings. In entering into this Agreement, neither party has relied upon any statement, representation, warranty or agreement of the other party except for those expressly contained in this Agreement. There are no conditions precedent to the effectiveness of this Agreement, other than those expressly stated in this Agreement. The parties may amend this Agreement only by a written agreement of the parties that identifies itself as an amendment to this Agreement.

[Signature page follows]

AGREEMENT AND ACKNOWLEDGEMENT
TO TERMS AND CONDITIONS OF SALE

Buyer has carefully read and agrees to the terms and conditions in this Agreement. Buyer hereby authorizes Seller to verify the credit of Buyer and each individual whose signature appears on this or the other documents specified above. Buyer and each such individual hereby authorize its bank and business references to release its credit information as may be requested by Seller from time to time in connection with this Agreement.

BUYER:

SELLER:

Print Name of Buyer

PRESSURE SPECIALIST, INC.
D/B/A NINJA PAINTBALL

By: _____
Name:
Title:

By: _____
Name:
Title:

Date: _____

Date: _____