

# iFun Americas

## Equipment Purchase Terms & Conditions

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These Terms & Conditions (the “Terms”) apply to your purchase of indoor playground, trampoline park, arcade, and related amusement equipment (the “Equipment”) from iFun Americas (“we,” “us,” or “iFun Americas”). They go together with the written quote, proposal, or purchase contract you signed, together with any approved design documentation for your project (collectively, the “Contract”). When you accept a Contract, you’re agreeing to these Terms.

We’ve written these in plain language on purpose. We want you to understand exactly what you are agreeing to before you commit your money. If anything here is unclear, ask us before you sign — we’re happy to walk through it with you.

### 1. What These Terms Cover

These Terms cover the sale of Equipment described in your Contract. The Contract lays out the specific items, custom design details, pricing, and payment schedule for your project. If anything in your Contract conflicts with these Terms, the Contract controls for that specific point.

Together, your accepted Contract, these Terms, and any document that both parties have expressly agreed in writing to include constitute the full agreement between you and iFun Americas (the “Agreement”). Any change to the Agreement must be in writing, signed by both of us, and expressly state that it is incorporated into the Agreement.

### 2. Contracts, Orders & Custom Design

Your Contract is valid for the period stated on it. Prices, lead times, and availability can change after that window, so if you need more time, just let us know and we’ll confirm whether your Contract still holds.

Most of our Equipment is custom-built to your space and your specifications. Once you accept the Contract, it is best to consider your order as final, because changes may not be possible — and if they are, they may affect your price and timeline. We’ll always confirm any change and its cost with you in writing before we act on it.

### 3. Pricing & Payment

Your price and payment schedule are set out in your Contract. Payment terms are governed by your Contract and, if you finance your purchase, by a separate financing agreement.

Payments are due on the dates shown in your Contract. If a payment is late, we may pause work on your order until it’s brought current, and late payments may result in price and timing changes that void the tariff guarantees in paragraph 4 or timelines outlined in paragraph 5 or result in storage fees as outlined in paragraph 5.

### 4. Tariffs & Duties

Because your Equipment is manufactured overseas, import tariffs and duties may apply. Unless your Contract states otherwise, your Contract price includes shipping, tariffs, and duties calculated at the rates in effect when your Contract is issued. If those rates increase between the date your Contract is issued and the date your Equipment is imported, we absorb increases of up to 25% above the original rate — so a sudden jump within that range won't land on you. Increases above 25% are your responsibility. This protection is void if the project is delayed due to actions or inactions on your part; in that case, all tariff increases are your responsibility.

## 5. Manufacturing, Shipping & Delivery

After your design is approved and your deposit is received, your Equipment is scheduled for production. We'll give you an estimated production and delivery timeline, and we'll keep you updated as your project moves along. Timelines are good-faith estimates, not guarantees — manufacturing and international shipping can be affected by things outside anyone's control.

Your Equipment is fully insured in transit. If it doesn't arrive at your door in satisfactory condition, it is 100% covered — we'll replace or refund the affected Equipment. Just document the issue and contact us, and we'll make it right.

Ownership and risk of loss for the Equipment transfer to you on delivery to your site unless otherwise stated in supplemental documents such as a financing agreement.

In the event of delays caused by you, we provide 10 days of free storage. After that, storage fees accrue at a rate of 1% of your Contract price per week (or portion of a week). If a customer-caused delay continues beyond 26 weeks, we may treat the order as cancelled. In that case, we may dispose of or resell the equipment. Because the equipment is custom, it is unlikely that it can be resold, but in the event it is, we will remit resale proceeds to you, less all amounts you owe us under the Contract — including the deposit, accrued storage fees, and any costs we incurred to complete, store, or resell your Equipment.

## 6. Inspecting Your Equipment

When your Equipment arrives, please inspect it promptly. If you notice damage, missing items, or anything that doesn't match your order, contact us right away with photos or video showing the problem. Reasonable visual evidence is all we need to start a claim — you won't have to ship anything back before we help you. Prompt inspection lets us resolve issues quickly while everything is fresh.

## 7. Warranty

Your Equipment is covered by a two-year warranty against defects in materials and workmanship, starting from delivery. This covers manufacturing defects, structural failures, and material defects that materially affect the safe operation or intended use of the Equipment.

### How a warranty claim works

- Notify us in writing of any defect during the warranty period and include reasonable supporting evidence — photos, videos, or other documentation.
- We'll respond within five (5) business days of receiving your claim.
- If needed, we may verify the defect through a remote inspection or a mutually agreed third-party inspector.

### How we'll fix it

For a valid warranty claim, we'll repair the defective component or provide replacement parts free of charge — at our discretion. We cover the cost of shipping replacement parts to you. Labor, installation, and on-site service costs are not included unless otherwise agreed in writing.

### **What the warranty doesn't cover**

The warranty doesn't cover: normal wear and tear; misuse, abuse, negligence, or accidental damage; improper installation or maintenance not following our instructions; unauthorized modifications or repairs; cosmetic variations that don't affect function or safety; or damage caused by events once the equipment is at your location.

### **Other limits**

This warranty covers only the repair or replacement of defective parts as described above. As with everything else in your purchase, the limits on our responsibility in Section 9 apply to warranty claims.

### **Technical support**

Even after your warranty period, we'll provide reasonable remote technical support to help with installation, maintenance, and troubleshooting.

## **8. Installation**

If installation is included in your Contract, we'll coordinate the scope and schedule with you. Some things are your responsibility as the site owner — for example, making sure the space is ready, the floor is suitable, utilities are available, and any required permits or inspections from your local authorities are handled. We'll tell you what we need from you well ahead of time so there are no surprises.

If installation is not included in your Contract, we'll provide the documentation and support you need to have it installed correctly.

## **9. Limits on Our Liability**

We stand behind our Equipment and our work. That said, like any company selling physical goods, we need to set reasonable limits on our financial responsibility.

We aren't responsible for indirect, incidental, or consequential losses — things like lost profits, lost business, or delays in opening — even if you've told us they might happen. This applies across your entire purchase, including any warranty claim and the delivery of your Equipment. Our total responsibility to you for any claim connected to your purchase won't exceed the amount you've actually paid us in association with the Contract.

## **10. Confidentiality**

During our work together, each of us may learn things about the other's business that aren't public — pricing, designs, business plans, and the like. We each agree to keep that kind of information confidential and to use it only for the purpose of completing your project, unless the law requires otherwise.

## **11. Cancellation & Refunds**

Because your Equipment is custom-built for you, cancellation works differently than it would for an off-the-shelf product. Because your Equipment is being made specifically for you and can't

simply be resold. All payments are non-refundable, except for as stated with regard to our guarantees in paragraph 5.

## 12. Other Terms

### **Governing law**

These Terms are governed by the laws of the State of Utah. Any dispute relating to your purchase will be handled in the state or federal courts located in Utah.

### **Things outside our control (Force Majeure)**

A "Force Majeure Event" is anything beyond a party's reasonable control that is unforeseeable, unavoidable, and prevents performance of their obligations — including natural disasters, war, terrorism, government actions, labor disputes, pandemics, and major disruptions to transportation or supply chains.

If a Force Majeure Event occurs, the affected party must notify the other in writing within 20 days and provide reasonable supporting documentation. The affected party must also make commercially reasonable efforts to limit the impact and resume performance as soon as possible.

During a Force Majeure Event, affected obligations are suspended — but payment obligations for Equipment already delivered still apply.

If a Force Majeure Event lasts more than 120 days, either party may terminate this agreement on written notice. In that case:

We'll refund any payments you've made for Equipment not yet delivered.

You'll pay for any Equipment that has already been completed and delivered.

### **Assignment**

You can't transfer this agreement to someone else without our written consent. We may assign it to a parent, affiliate, or successor company, but doing so won't reduce the commitments we've made to you.

### **Severability**

If any part of these Terms turns out to be unenforceable, the rest still applies.

### **Questions**

If you have any questions about these Terms before or after your purchase, reach out to your iFun Americas contact. We'd genuinely rather answer a question now than have you wondering about it later.