



General Terms & Conditions for Safety Surface and Services

1. **Scope and Acknowledgment.** These terms and conditions (the “**Terms**”) shall apply to safety surfaces (“**Safety Surfaces**”) and the installation thereof (“**Services**”) by AdventureTURF LLC (“**Contractor**”) to Owner named on the Purchase Order accompanying these terms (the “**Owner**”).
2. **Services.** Contractor shall provide the Services to Owner as further described in the accompanying purchase order (the “**Purchase Order**”) in accordance with these Terms. The Purchase Order shall only be deemed to be accepted when Contractor issues written acceptance of the Order at which point and on which date the Agreement comes into existence.
3. **Safety Surface Standards.** Contractor installs the safety surface based on the depth set forth in the Purchase Order. Surface depth is recommended to meet current ASTM HIC standards for each play structure, for which the safety surface is independently tested and certified. However, due to the many standards imposed by regulatory bodies whether federal, state, local and private or public institutions, Contractor gives no opinion or advice concerning fall-zone dimensions or minimum safety clearances from existing or proposed structures. It is Owner’s sole responsibility to determine the standard that must be met in the location for which the safety surface is being brought and Services are provided. Safety surfaces in any form are intended to lessen the risk of injury but is not a guarantee. Proper monitoring and close supervision is the best deterrent of injury and remains the responsibility of Owner. Owner shall indemnify, defend (with counsel reasonably acceptable to Contractor) and hold harmless Contractor, its affiliates, subcontractors, and each of their respective officers, employees, agents, successors, and assigns (“**Representatives**”) from and against any and all damages, claims, liabilities, losses, costs, and expenses (including, without limitation, reasonable attorneys’ fees and related costs) incurred by Contractor or its Representatives arising out of, relating to, or in connection with any third-party claim or allegation of personal injury, death, or property damage suffered by Owner, its employees, invitees, or trespassers, to the extent caused by or resulting from any Safety Surfaces or related Services, except to the extent such claim results solely from Contractor’s intentional or willful misconduct.
4. **Entire Agreement.** The rights of the parties shall be governed exclusively by these Terms, the accompanying accepted Purchase Order and final invoice between the parties (collectively, the “**Agreement**”) and comprise the entire agreement between the parties. The Agreement supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. In the event of any conflict between these Terms and the accepted Purchase Order, the Purchase Order should govern unless the Purchase Order expressly states otherwise. Any attempt by Owner to vary these Terms or any term, condition, or provision in any related Agreement, in any acceptance, acknowledgment, confirmation, purchase order, or otherwise containing additional, different, or inconsistent terms and conditions (collectively “**Different Terms**”) is hereby expressly objected to and rejected by Contractor. Contractor’s dealings with Owner or silence in response to Different Terms proposed by Owner shall not be deemed acceptance of the Different Terms or a modification of these Terms. Notwithstanding anything to the contrary contained in these Terms, Contractor may, from time to time change the Services without consent of Owner provided that such changes do not materially affect the nature or scope of the Services, or the fees or any performance dates set forth in the Purchase Order or invoice.
5. **Sale of Safety Surfaces and Performance of Services.** Following submission and acceptance of the Purchase Order detailing the Safety Surfaces purchased, Contractor shall install the Safety Surfaces pursuant to the

specifications set forth therein within a reasonable amount of time after acceptance of the Purchase Order. Formal scheduling and dates are finalized once an initial payment is received as set forth in the Purchase Order. However, the parties recognize that any number of factors, including but not limited to, weather, improper site preparation, delays in supply chain, and/or prior contracts may delay commencement and/or completion of the contracted work. Owner is responsible to notify Contractor if the site will not be ready for safety surface construction to begin. Contractor shall use reasonable efforts to meet any performance dates to render the Services specified in the Purchase Order but any such dates shall be estimates only. Contractor shall not be liable for any loss, damage or penalty for delay or nonperformance of services or for failure to give notice of any delay regardless of whether or not such nonperformance or delay is directly or indirectly caused by any factor outside Contractor's control including, but not limited to, those force majeure factors identified in Section 20 herein. Contractor shall attempt to give prompt notice of such factor beyond its control to Owner. If such factor beyond Contractor's control continues to exist beyond 90 days after the date projected for Contractor's installation hereunder or if the effects of such factor are not capable of being overcome within 90 days, Contractor may cancel this contract without liability upon notice to Owner unless other arrangements agreeable to both parties have been negotiated. However, failure by Contractor to install by any specified date shall not provide a basis for Owner to cancel any order.

6. **Owner Acts or Omissions.** If Contractor's performance under these Terms is prevented or delayed by any act or omission of Owner or its contractors, consultants or employees, Contractor shall not be deemed in breach of its obligations under these Terms or otherwise liable for any costs, charges, or losses sustained or incurred by Owner, in each case, to the extent arising directly or indirectly from such prevention or delay. Notwithstanding the generality of the foregoing, (a) if raw materials for the safety surface is delayed for reasons attributable to Owner or its agents after the contract schedule has been established and raw materials ordered, storage and other additional costs will be charged to Owner, and (b) any costs, charges or losses sustained or incurred by Contractor as a result of a delay caused by any act or omission of Owner or its contractors, consultants or employees will be assessed and added to the final invoice. Contractor reserves the right to invoice the remaining contract costs at the original date of planned installation which shall be the date of commencement of the warranty.

7. **Owner Responsibilities.** Owner certifies by signing these Terms that they have the legal right to contract services to be conducted on the property on the face of the contract and are fully aware of property lines, easements, and other surveyed information and restrictions. Owner agrees that it is solely responsible for compliance with all applicable Federal, state and local laws and ordinances, regulations, rules and standards relating to the applicable safety surface depth, the use of the safety surface and related Services stated in these Terms.
 - a. With respect to the Services, Owner shall (i) cooperate with Contractor in all matters relating to the Services and provide such access to Owner's premises, and such accommodation and other facilities as may reasonably be requested by Contractor, for the purposes of performing the Services, including but not limited to (1) unrestricted access to work zones for personnel and vehicles, including designated areas for storing materials and debris; (2) driveways shall remain unobstructed during working hours to allow vehicle movement; and (3) Contractor shall retain sole access to the site, free from interference by other parties; (ii) respond promptly to any Contractor request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for Contractor to perform Services in accordance with the requirements of these Terms; (iii) provide such materials or information as Contractor may request to carry out the Services in a timely manner and ensure that such Owner materials or information are complete and accurate in all material respects; and (iv) obtain and maintain all necessary permits, licenses and consents and comply with all applicable laws in relation to the Services before the date on which the Services are to start.

- b. Most states require that Diggers Hotline be contacted before property is excavated, graded, trenched, dug, drilled, augured, tunneled, scraped, plowed, cabled or piped. Unless otherwise agreed, Owner shall to contact Diggers Hotline so that all necessary facilities/utilities have been marked prior to our arrival onsite, if the project warrants. Contractor is not responsible for any unmarked facilities/utilities, including, but not limited to, low voltage wiring.
 - c. Owner is responsible for the safeguarding of materials upon delivery to the site, as project installation occurs over multiple days using commercially reasonable efforts to prevent any losses or damages (such efforts shall be no less than the degree of care Owner would utilize for safeguarding its own materials). Any losses, including time, will be the responsibility of Owner.
 - d. Owner shall, at its own expense, maintain and carry commercially reasonable amounts and types of insurance, which shall be in full force and effect, and include, but is not limited to commercial general liability at appropriate levels to insure for the risks associated with the Safety Surface and Services provided during installation and upon completion, whichever is more, with financially sound and reputable insurers. In no event should Owner's insurance be less than \$1,000,000 per occurrence. Upon Contractor's request, Owner shall provide Contractor with a certificate of insurance from Contractor's insurer evidencing the insurance coverage specified in these Terms. Owner shall provide Contractor with 10 days' advance written notice in the event of a cancellation or material change in Owner's insurance policy. Except where prohibited by law, Owner shall require its insurer to waive all rights of subrogation against Contractor's insurers and Contractor.
 - e. Owner is responsible for any construction or permitting costs required for Contractor to provide the Services.
8. **Change Orders.**
- a. If either party wishes to change the scope or performance of the Services, it shall submit details of the requested change to the other party in writing.
 - b. Promptly after receipt of the request, the parties shall negotiate and agree in writing on the terms of such change (a "**Change Order**"). Neither party shall be bound by any Change Order unless mutually agreed upon in writing.
 - c. Notwithstanding Section 8(a) and Section 8(b) above, Contractor may, from time to time change the Services without the consent of Owner provided that such changes do not materially affect the nature or scope of the Services, or the fees or any performance dates set forth in the Purchase Order.
 - d. Contractor may charge for the time it spends assessing and documenting a change request from Owner on a time and materials basis in accordance with the Purchase Order. Any accepted changes shall be billed in addition to the stated price on the Purchase Order unless mutually agreed upon by the parties in writing.
9. **Title and Risk of Loss.** Contractor retains the right and title to the products until the Services are complete. Any excess product or raw materials remain Contractor's as described in Section 11 below.
10. **Inspection.** Owner shall be responsible for any independent safety or installation inspections. On the date of completion of the Services, Owner shall inspect and reasonably evaluate the Safety Surface. Owner will be deemed to have accepted the Services unless it notifies Contractor in writing of any material nonconformance

with the agreed scope or specifications set forth in the Purchase Order and such notice specifies the nature of the deficiency. Upon receipt of such notice, Contractor shall, at its own expense and within a reasonable timeframe, either repair or replace the deficient portion of the Services to meet the agreed standards at Contractor's sole discretion. Owner acknowledges and agrees that the remedies set forth herein are Owner's exclusive remedies for nonconformance. Contractor will make reasonable efforts to protect driveways, shrubs, and other vegetation. Any damage to property in connection with our Services is required to be reported within 24 hours of the incident or before install crew leaves the site, whichever is first. Damage confirmed as a result of our services will be remediated as soon as reasonably possible. Owner is responsible for securing the site during install.

11. **Excess Product.** Contractor typically has excess product, including raw materials shipped to the installation site, as well as have safety reserves maintained by the installation crew, to ensure adequate material is available for the installation and to mitigate the risk of delays. This allows for increased quality in the applications. All excess products will be removed from the site and returned into Contractor inventory, as these excess products have not been included within the contract price. Should Owner request excess materials remain on-site, additional charges will be incurred.
12. **Payment Terms.**
 - a. **Deposit.** Upon acceptance of a Purchase Order, Owner shall pay an initial deposit as set forth in the Purchase Order subject to the Terms provided herein. Upon receipt of the deposit, Services will be scheduled and product shipment coordinated.
 - b. **Final Payment.** Owner shall pay all final invoice amounts due to Contractor within 10 days after installation Services are complete.
 - c. **Documentation.** All forms required by Owner to be completed in order to provide payments must be provided within 5 days of contract acceptance. Owner is responsible to expedite payment and assure due date is achieved. If additional time required, additional deposits may be required at discretion of Contractor and are encouraged of Owner to mitigate late fees.
 - d. **Late Fees.** Pricing stated on the face of the contract reflects discounts based on the due dates stated above. Should these dates not be achieved, a late fee will be assessed at a rate of 2% per day of outstanding balance. Late fee provides for interest and rollback of certain discounts. Additional fees may be assessed if Contractor costs exceed these levels. Furthermore, in the event payment is not received, any remaining performance of Services may be suspended until payment is made in full.
 - e. **Price Increases.** Contractor reserves the right to increase the price of the products and services agreed to be sold and installed in proportion to an increase of cost to Contractor between the date of drafting/acceptance of the contract and the date of delivery/installation (including, but not by way of limitation, those relating to exchanges rates, labor, materials, transport and taxes) or where the increase is due to any act or default of Owner, including the cancellation by Owner of part of any contract. When contracted services are conducted in a subsequent calendar year, contracted prices may be increased by inflationary increases based on the greater of items discussed above or increase in the Consumer Price Index.

- f. Unknown Conditions. Contract price may be adjusted because of unknown conditions including but not limited to abnormal and/or unexpected site conditions which were not disclosed by Owner and/or were not included in the plans and specifications.
 - g. Surcharges.
 - i. **FREIGHT** — The face of the contract includes a separate charge for the shipment of product to the job site and is an estimated cost due with the initial deposit. Should the actual amount of freight exceed the amount stated on the face of the contract, it will be billed on the final invoice.
 - ii. **DUMPSTER/WASTE REMOVAL** — In order to help control costs, Contractor provides Owner the option to allow Contractor use of existing waste removal (dumpster) onsite. Should this option not be permitted or not be at the capacity required for contracted service additional charges will be assessed. If Owner determines at the time the Purchase Order is provided that a dumpster will be required and will be the responsibility of Contractor to obtain, the estimated cost will be stated on the face of the Purchase Order and due with the initial deposit. Should the actual amount of the dumpster exceed the amount stated on the face of the contract, it will be billed on the final invoice. If the Purchase Order does not contain the estimated cost, the actual amount of the dumpster shall be billed on the final invoice.
 - iii. **FUEL** - All bids and service provided are estimated based on the average cost of regular unleaded and diesel fuel not to exceed \$4.00 per gallon. Should prices exceed this level, Contractor reserves the right to assess a fuel surcharge.
 - h. Payment Instructions. Please pay by ACH with CTX, CCD+ or WIRE to the payment instructions provided in the Purchase Order. Include contract numbers/amounts and Owners name with the payment. Email remittance information to: contracts@adventureTURF.com.
 - i. No Set-Off. Owner shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Contractor, whether relating to Contractor's breach or otherwise.
 - j. Cancellation of Agreement. If these Terms is canceled by Owner for any reason, Owner shall immediately notify Contractor and reimburse them for all costs to date, with the minimum to be 10% of stated costs in the Purchase Order. Such costs will be withheld from any initial deposit received and if amount exceeds deposit, additionally billed.
13. **Taxes**. Owner shall be responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by Owner or Contractor hereunder. Should Contractor be held responsible for any such taxes described above in connection with this contract, Owner shall be liable for all taxes, including interest and penalties.
14. **Limited Warranty**.
- a. Limited Warranty for Services. Contractor represents and warrants to Owner that it shall perform Services in a professional and workmanlike manner in accordance with generally recognized standards for similar services and shall devote adequate resources to meet its obligations under these Terms. Contractor shall not be liable for a breach of the warranty set forth in this Section 14(a) unless Owner gives written notice of the

defective Services, reasonably described, to Contractor within 5 days when Owner discovers or ought to have discovered upon reasonable inquiry that Services were defective. In addition to the foregoing, Contractor shall, in its sole discretion, either (i) repair or reperform such Services (or the defective part) or (ii) credit or refund the price of such Services. **These remedies shall be Owner's sole and exclusive remedy and Contractors entire liability for any breach of the limited warranty for services set forth in Section 14(a).**

- b. Limited Warranty for Safety Surfaces. Contractor warrants adventureTurf's poured in place rubber ("PIP") under these Terms for a period of three years commencing from the date of substantial completion, unless otherwise stated on the Purchase Order. Annual sealing of PIP surfacing as directed is recommended. This limited warranty covers only Contractor's obligation to replace or repair (at Contractor's discretion) any failure of the system, not cosmetic in nature (including fading or discoloration), during the warranty period. Contractor is under no obligation to replace or repair any portion of the surface damaged by vandalism, product misuse, abuse, alteration, failure of the base or sub-base; damage caused by sharp or blunt objects (high heels, spikes, etc.), improper drainage, normal wear and tear, including but not limited to scuffing which should be expected especially under swings and in high traffic areas; shrinking, damage caused by earth movement, including but not limited to sink holes, earthquakes, and/or other acts of God. This warranty does not include discoloration or damage caused by chemical spills, unapproved cleaners, or ultraviolet rays. Do not put objects on the surface which might puncture the surface, including but not limited to picnic tables and chairs. This warranty is expressly made in lieu of any other warranties. Any alteration of the safety surface will null and void this warranty. If the final invoice is not paid in a timely fashion, in accordance with the Terms of this contract, the warranty shall be automatically voided. Drainage issues are the responsibility of Owner. If the play area has drainage problems including, but not limited to, being located within a drainage through-fare, a low lying or flood prone area, or an improper grade (2% minimum), these issues should be remediated before Contractor's PIP installation crew arrives at the site. The installation crew will not evaluate the site for drainage or other issues noted. They will install the PIP at the contracted thickness (some slight variations are normal) over the existing grade. If drains, ditches, and/or dikes need to be installed, they should be constructed before the PIP installation crew arrives at the site. Should the Agreement relate to other Safety Surfaces other than PIP, the same provisions stated above apply, noting that the warranty period is the lesser of that provided by the manufacturer or three years (with annual maintenance by Owner performed).
- c. Disclaimer of Warranties. EXCEPT FOR THE SERVICES WARRANTIES SET FORTH IN SECTION 14(a) ABOVE, CONTRACTOR MAKES NO WARRANTIES WHATSOEVER WITH RESPECT TO THE SERVICES. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARE EXPRESSLY DISCLAIMED. EXCEPT FOR THE WARRANTY SET FORTH IN SECTION 14(b) ABOVE, CONTRACTOR MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE SAFETY SURFACES, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (C) WARRANTY OF TITLE; (D) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.

- d. Owner agrees that Contractor's responsibility with respect to Safety Surfaces shall be limited solely to Contractor's limited warranty for the Safety Surfaces as set forth herein, as may be changed or modified from time to time by the Contractor in its sole discretion.
15. **Limitation of Liability.**
- a. IN NO EVENT SHALL CONTRACTOR BE LIABLE TO OWNER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT CONTRACTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.
- b. IN NO EVENT SHALL CONTRACTOR'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO CONTRACTOR PURSUANT TO THE APPLICABLE PURCHASE ORDER IN THE ONE YEAR PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.
- c. The limitation of liability set forth in Section 15 above shall not apply to liability resulting from Contractor's gross negligence or willful misconduct.
16. **Work Product Ownership and Use of Images and Videos.** Any copyrightable works, ideas, discoveries, inventions, patents, products, or other information developed in whole or in part by Contractor in connection with this contract will be the exclusive property of Contractor. The techniques and craft employed by the installation crew are proprietary to Contractor and considered a trade secret. Should Owner wish to take video, pictures, or other media of the site during the installation process, it shall be provided to Contractor prior to publication for review and approval. Furthermore, Contractor retains the right to use media provided by Owner, as well as images obtained by Contractor pertaining to the project.
17. **Contractor Insurance.** All Contractor Services are insured with Cincinnati Insurance Company for Automobile (\$1M), General Liability (\$1M/\$3M) and Employment Liability Coverage. An additional Excess Liability (\$2M) is insured with National Union. To request a copy of our policies, please contact Cooper Insurance Services at (765) 534-3152.
18. **Termination.** In addition to any remedies that may be provided under these Terms, Contractor may terminate these Terms with immediate effect upon written notice to Owner, if Owner:
- a. fails to pay any amount when due under the final invoice and such failure continues for 5 days after Owner's receipt of written notice of nonpayment;
- b. has not otherwise performed or complied with any of the terms of these Terms or the Purchase Order, in whole or in part; or
- c. becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors.

19. **Confidentiality.** All non-public, confidential or proprietary information of Contractor, including, but not limited to, trade secrets, technology, information pertaining to business operations and strategies, and information pertaining to Owners, pricing, and marketing (collectively, “**Confidential Information**”), disclosed by Contractor to Owner, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," in connection with the provision of the Services and these Terms is confidential, and shall not be disclosed or copied by Owner without the prior written consent of Contractor. Confidential Information does not include information that is: (i) in the public domain; (ii) known to Owner at the time of disclosure; or (iii) rightfully obtained by Owner on a non-confidential basis from a third party.
20. **Waiver.** No waiver by Contractor of any of the provisions of these Terms is effective unless explicitly set forth in writing and signed by Contractor. No failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from these Terms operates or may be construed as a waiver thereof. No single or partial exercise of any right, remedy, power, or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.
21. **Force Majeure.** No party shall be liable or responsible to the other party, or be deemed to have defaulted under or breached these Terms, for any failure or delay in fulfilling or performing any term of these Terms (except for any obligations of Owner to make payments to Contractor hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's (“**Impacted Party**”) reasonable control, including, without limitation, the following force majeure events (“**Force Majeure Event(s)**”): (a) acts of God; (b) flood, fire, earthquake, epidemics or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or action; (e) embargoes or blockades in effect on or after the date of these Terms; (f) national or regional emergency; (g) strikes, labor stoppages, or slowdowns or other industrial disturbances; (h) telecommunication breakdowns, power outages or shortages, lack of warehouse or storage space, inadequate transportation services, or inability or delay in obtaining supplies of adequate or suitable materials; and other similar events beyond the reasonable control of the Impacted Party. The Impacted Party shall give notice within 5 days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of 90 days following written notice given by it under this Section 17, Contractor may thereafter terminate these Terms upon 10 days' written notice.
22. **Assignment.** Owner shall not assign any of its rights or delegate any of its obligations under these Terms without the prior written consent of Contractor. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Owner of any of its obligations under these Terms.
23. **Relationship of the Parties.** The relationship between the parties is that of independent contractors. Nothing contained in these Terms shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.
24. **No Third-Party Beneficiaries.** These Terms is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any

other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of these Terms.

25. **Governing Law.** All matters arising out of or relating to these Terms are governed by and construed in accordance with the internal laws of the State of Wisconsin without giving effect to any choice or conflict of law provision or rule (whether of the State of Wisconsin or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Wisconsin.
26. **Submission to Jurisdiction.** Any legal suit, action, or proceeding arising out of or relating to these Terms shall be instituted in the federal courts of the United States of America or the courts of the State of Wisconsin in each case located in Waukesha County and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.
27. **Notices.** All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a “Notice”) shall be in writing and addressed to the parties at the addresses set forth in the Order Confirmation or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission) or email or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in these Terms, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.
28. **Severability.** If any term or provision of these Terms is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of these Terms or invalidate or render unenforceable such term or provision in any other jurisdiction.
29. **Survival.** Provisions of these Terms, which by their nature should apply beyond their terms, will remain in force after any termination or expiration of these Terms including, but not limited to, the following provisions: Confidentiality, Governing Law, Insurance, Submission to Jurisdiction, and Survival.
30. **Amendment and Modification.** Contractor may modify these Terms at any time. Modifications to the Terms will be posted online: <https://adventureturf.com/adventureturf-terms-conditions/>.