

Terms and Conditions (T&C) - CANADA

1. General/Preamble

The following terms and conditions regulate the business conditions between QiBounding®, the importer and reseller of rebounding equipment of all kinds, and its customer (called “Customer”), and apply to all customer orders. No terms and conditions other than those contained herein shall be binding unless made in writing and signed by QiBounding®. All terms and conditions contained in any prior oral or written communication, which are different from or in addition to the terms and conditions contained herein are hereby rejected and shall not be binding. **By placing an order, Customer acknowledges and agrees to all Terms and Conditions herein.**

2. Shipping and Delivery

Orders are fulfilled as quickly as possible given current stock availability. If an item is out of stock, the Customer will be informed immediately and can choose to wait until the particular item is back in stock or to receive his/her money back.

No particular delivery date can be guaranteed and under no circumstances, can QiBounding® be held responsible for delays in delivery. All merchandise is shipped to the Customer by FedEx, with the price as charged by FedEx being passed through to the Customer. All responsibility for the safe and timely delivery of the merchandise becomes FedEx's once the merchandise is given over to them. If the Customer purchases a rebounder, it is important to keep in mind, that rebounders are sent “Signature required” which means that the Customer needs to sign when receiving the shipment.

3. Conditions of payment

a) All prices are net prices (not including shipping sales tax or customs) in accordance with the current price list, which is available on our website.

b) For **shipping costs** to your location, please call 510-237-1656 and provide us your town, postal code and province. With this information we can calculate your shipping costs.

With the above information (b) and knowing the articles you want to order – we can calculate your fees for

c) **Customs Clearance fee** (unless you use your own broker – see page 4)

Full Payment (3a 3b, 3c) is due at time of order placement.

4. Customs Duty, GST/PST

For Customs duty, GST and PST you will receive an invoice from FedEx Customer Service AFTER receipt of your shipment. You have to pay these fees immediately – latest within 14 days after receipt of invoice. If you are not paying timely, this invoice will be forwarded to QiBounding and QiBounding will charge your credit card for the outstanding amount plus a \$50 handling fee.

5. Damaged Good Claims

Customers from outside of the 48 States can return merchandise only if the item is severely defective and only if QiBounding® is not able to repair the merchandise properly.

- a) **Damage through transportation.** All damage due to transportation must be reported *immediately* to QiBounding® and **no later than three business days** following the receipt of the item. **The original packaging needs to be kept available for FedEx inspection.** If the original packaging is unavailable, no claim can be accepted. Replacements for possible damage caused during transportation will only be made, if the claim is accepted by FedEx. QiBounding® acts only as the middleman between the customer and FedEx. If FedEx is refuses the claim, QiBounding® cannot be held responsible for any claims, damages, or reimbursement.
- b) **All other damaged goods claims,** must be sent to QiBounding® **within three business days after receipt of delivery,** with sufficient detail for an objective assessment of the damage to be made. If the goods are found to be damaged due to NO fault of the Customer, QiBounding® will send free replacements of the damaged parts. The customer has to provide QiBounding with all necessary information so that QiBounding can repair or replace the damaged item. In case the rebounder has to be returned to QiBounding for repair or inspection, the customer has to cooperate with QiBounding to make this return possible. The customer is responsible to have the original packing available for this case.

If the customer does not facilitate the attempt of QiBounding to inspect/repair/replace the damaged item, reimbursement cannot be processed. However, if the customer cooperates with QiBounding but QiBounding cannot replace or repair the damaged item, QiBounding will reimburse the customer fully.

6. Reimbursement Policy

Reimbursement for items that arrived damaged at the customer's premises

For valid damaged good claims (see "Damaged Good Claims above), QiBounding® will either replace the item free of charge or, if the customer does not desire an exchange, a total refund of his payment will be processed.

However, if the item is found to NOT be defective, the following fees will be deducted from the reimbursement: a 20% restocking fee and any fees associated with shipping and handling.

El Cerrito, January 1st 2009

QiBounding®

info@QiBounding.com

6797 Glen Mawr Ave, El Cerrito, CA 94530, USA

Sales Agreement for Canadian Customers

Please fill out this form, sign it and send it back to QiBounding®

- a) by fax (+1) **510-323-7070**, or
- b) as a scanned email attachment to info@QiBounding.com or
- c) by postal mail to QiBounding®, 6797 Glen Mawr Ave., El Cerrito, CA 93450, USA.

With my signature I agree to the following statements:

- 1. I have received, read and understood the above “Terms and Conditions” of QiBounding® and I agree to it in all points.
- 2. I agree that QiBounding **or the certified Bellicon dealer where I purchased my rebounder** will process my credit card in order to pay for my order and the applicable shipping and brokers fees.

I have ordered the following:

by the following Bellicon dealer: (Name of dealer)

Retail price of ordered items in US\$:

Shipping costs US\$.....

I want to use my own broker Y/N

- 3. I understand and agree that **in case I receive a separate invoice for customs fees, I pay these invoices in a timely manner.** If I do not pay this invoice within three weeks from date of reception, QiBounding® or the reseller from which I bought the merchandise might pay this invoice on my behalf and I will be charged an additional US\$50 for processing this payment.

Signature:.....

City..... Date:.....

Customer Name (please print):.....

Email

Phone #

Customer Shipping Address:

Street: Town:

Province/Postcode: Country:

Customer Billing Address:

Street: Town:

Province/Postcode: Country:

Credit Card Information (we accept VISA, Mastercard and AmericanExpress)

(If you do not want to give this information in a written form, you can also call us at 510-237-1656)

Please write clearly:

CC Number:

Expiration Date:

Verification Code:

If you use your own broker, please enter the details here:

Broker Account Number

Broker Company Name: (mandatory)

Broker Contact Name:

Address 1

Address 2

City

Province

Postal Code

Phone Number (mandatory)