

1. Definitions

- 1.1 "Agreement" means any agreement for the provision of Goods or Services by LSI to the Client.
- 1.2 "Client" shall mean the Client (or any person acting on behalf of and with the authority of the Client) as described on any quotation, work authorization or other form as provided by LSI to the Client.
- 1.3 "Goods" shall mean all Goods supplied by LSI to the Client (and where the context so permits shall include any supply of Services as hereinafter defined) and are as described on the invoices, quotation, work authorization or any other forms as provided by LSI to the Client.
- 1.4 "Guarantor" means that person (or persons) who agrees to be liable for the debts of the Client on a principal debtor basis.
- 1.5 "LSI" shall mean Legacy Sports International, Inc., its successors and assigns or any person acting on behalf of and with the authority of Legacy Sports International, Inc.
- 1.6 "Price" shall mean the Price payable for the Goods as agreed between LSI and the Client in accordance with clause 3 of this contract.
- 1.7 "Services" shall mean all Services supplied by LSI to the Client (and where the context so permits shall include any supply of Goods as defined above).
- 1.8 "Terms" means these Terms & Conditions of Trade

2. Acceptance

- 2.1 The Terms apply exclusively to every Agreement.
- 2.2 Any instructions received by LSI from the Client for the supply of Goods and/or the Client's acceptance of Goods supplied by LSI shall constitute acceptance of the Agreement.
- 2.3 Where there is more than one Client, the Clients shall be jointly and severally liable for all payments of the Price.
- 2.4 Upon acceptance of the Agreement by the Client the Terms are binding and can only be amended with the prior written consent of LSI.
- 2.5 The Client shall give LSI no less than fourteen (14) days prior written notice of any proposed change of ownership of the Client or any change in the Client's name and/or any other change in the Client's details (including but not limited to, changes in the Client's address, facsimile number, or business practice). The Client shall be liable for any loss incurred by LSI as a result of the Client's failure to comply with this clause.
- 2.6 Goods are supplied by LSI only on the Terms to the exclusion of anything to the contrary in the terms of the Client's order notwithstanding that any such order is placed on terms that purport to override these Terms.

3. Price and Payment

- 3.1 At LSI's sole discretion the Price shall be either:
 - (a) as indicated on invoices provided by LSI to the Client in respect of Goods supplied; or
 - (b) LSI's Price at the date of delivery of the Goods according to LSI's current pricelist; or
 - (c) LSI's quoted Price (subject to clause 3.2) which shall be binding upon LSI provided that the Client shall accept LSI's quotation in writing within thirty (30) days.
- 3.2 LSI reserves the right to change the Price in the event of a variation to LSI's quotation (including, but not limited to, any variation as a result of fluctuations in currency exchange rates). All variations will be charged for on the basis of LSI's quotation and will be shown as variations on the invoice.
- 3.3 At LSI's sole discretion payment for approved Clients shall be due per the agreed upon terms. Statements will be delivered monthly by email or mail.

3.4 Time for payment for the Goods shall be of the essence and will be stated on the invoice or any other forms. If no time is stated then payment shall be due 14 days following the date of the invoice.

3.5 Payment will be made by check, ACH, credit card, direct credit, or by any other method as agreed to between the Client and LSI.

4. Delivery of the Goods

- 4.1 At LSI's sole discretion delivery of the Goods shall take place when the Client takes possession of the Goods at LSI's address.
- 4.2 At LSI's sole discretion the costs of delivery are in addition to the Price.
- 4.3 Delivery of the Goods to a third party nominated by the Client is deemed to be delivery to the Client.
- 4.4 LSI may deliver the Goods by separate instalments. Each separate instalment shall be invoiced and paid in accordance with the provisions in the Terms.
- 4.5 The failure of LSI to deliver shall not entitle either party to treat the Agreement as repudiated.
- 4.6 Any period or date for delivery of Goods or provision of Services stated by LSI is an estimate only.
- 4.7 LSI will use reasonable actions to meet any estimated dates for delivery of the Goods but will not be liable for any loss or damage suffered by the Client or any third party for failure to meet any estimated date or to deliver the Goods at all, where due to circumstances beyond the control of the LSI.
- 4.8 If LSI cannot complete any delivery by any estimated date, it will take reasonable action complete the delivery within a reasonable time.

5. Risk

- 5.1 The risk in the Goods and all insurance responsibility for theft, damage or otherwise will pass to the Client immediately on the Goods being delivered to the Client or taken from LSI's premises.
- 5.2 The Goods are sold to the Client on the basis that the Client has obtained all necessary licenses or permits under all relevant laws and regulations in relation to the goods.
- 5.3 The Client assumes all risk and liability for loss, damage or injury to persons or to property of the Client, or third parties arising out of the use, installation or possession of any of the Goods sold by LSI, unless recoverable from LSI on the failure of any statutory guarantee.
If any of the Goods are damaged or destroyed following delivery but prior to ownership passing to the Client, LSI is entitled to receive all insurance proceeds payable for the Goods. The production of the Terms by LSI is sufficient evidence of LSI's rights to receive the insurance proceeds without the need for any person dealing with LSI to make further inquiries.

6. Title

- 6.1 LSI and the Client agree that ownership of the Goods shall not pass until:
 - (a) the Client has paid LSI all amounts owing for the particular Goods; and
 - (b) the Client has met all other obligations due by the Client to LSI in respect of the Agreement between LSI and the Client.
- 6.2 Receipt by LSI of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honored, cleared or recognised and until then LSI's ownership or rights in respect of the Goods shall continue.
- 6.3 It is further agreed that:
 - (a) where practicable the Goods shall be kept separate and identifiable until LSI shall have received payment and all other obligations of the Client are met; and
 - (b) until such time as ownership of the Goods shall pass from LSI to the Client LSI may

give notice in writing to the Client to return the Goods or any of them to LSI. Upon such notice the rights of the Client to obtain ownership or any other interest in the Goods shall cease; and

- (c) LSI shall have the right of stopping the Goods in transit whether or not delivery has been made; and
- (d) if the Client fails to return the Goods to LSI then LSI or LSI's agent may (as the invitee of the Client) enter upon and into land and premises owned, occupied or used by the Client, or any premises where the Goods are situated and take possession of the Goods; and
- (e) the Client is only a bailee of the Goods and until such time as LSI has received payment in full for the Goods then the Client shall hold any proceeds from the sale or disposal of the Goods, up to and including the amount the Client owes to LSI for the Goods, on trust for LSI; and
- (f) the Client shall not deal with the money of LSI in any way which may be adverse to LSI; and
- (g) the Client shall not charge the Goods in any way nor grant nor otherwise give any interest in the Goods while they remain the property of LSI; and
- (h) LSI can issue proceedings to recover the Price of the Goods sold notwithstanding that ownership of the Goods may not have passed to the Client; and
- (i) until such time that ownership in the Goods passes to the Client, if the Goods are converted into other products, the parties agree that LSI will be the owner of the end products.

7. Liability

- 7.1 Except as the Terms specifically state, or as contained in any express warranty provided in relation to the Goods or Services, the Agreement does not include by implication any other term, condition or warranty in respect of the quality, merchantability, acceptability, fitness for purpose, condition, description, assembly, manufacture, design or performance of the Goods or Services or any contractual remedy for their failure.
 - 7.2 If the Client is a consumer nothing in these Terms restricts, limits or modifies the Client's rights or remedies against LSI for failure of a statutory guarantee.
howsoever arising under or in connection with the sale, installation, use of, storage or any other dealings with the Goods or Services by the Client or any third party.
 - 7.3 Other than as stated in the Terms or any written warranty statement LSI is not liable to the Client in any way arising under or in connection with the sale, installation, use of, storage or any other dealings with the Goods or Services by the Client or any third party.
 - 7.4 LSI is not liable for any indirect or consequential losses or expenses suffered by the Client or any third party, howsoever caused, including but not limited to loss of turnover, profits, business or goodwill or any liability to any other party, except to the extent of any liability imposed by the ACL.
 - 7.5 The Client acknowledges that:
 - (a) it has not relied on any service involving skill and judgement, or on any advice, recommendation, information or assistance provided by LSI in relation to the goods or services or their use or application.
 - (b) it has not made known, either expressly or by implication, to LSI any purpose for which it requires the goods or services and it has the sole responsibility of satisfying itself that the goods or services are suitable for the use of the Client.
- 8. Security and Charge**
- 8.1 Despite anything to the contrary contained herein or any other rights which LSI may have howsoever:

- (a) where the Client and/or the Guarantor (if any) is the owner of land, realty or any other asset capable of being charged, both the Client and/or the Guarantor agree to mortgage and/or charge all of their joint and/or several interest in the said land, realty or any other asset to LSI or LSI's nominee to secure all amounts and other monetary obligations payable under these terms and conditions. The Client and/or the Guarantor acknowledge and agree that LSI (or LSI's nominee) shall be entitled to lodge where appropriate a caveat, which caveat shall be withdrawn once all payments and other monetary obligations payable hereunder have been met.
- (b) should LSI elect to proceed in any manner in accordance with this clause and/or its sub-clauses, the Client and/or Guarantor shall indemnify LSI from and against all LSI's costs and disbursements including legal costs on a solicitor and own client basis.
- (c) the Client and/or the Guarantor (if any) agree to irrevocably nominate constitute and appoint LSI or LSI's nominee as the Client's and/or Guarantor's true and lawful attorney to perform all necessary acts to give effect to the provisions of this clause 8.1.

9. Defects

- 9.1 The Client shall inspect the Goods on delivery and shall within 14 days of delivery (time being of the essence) notify LSI of any alleged defect, shortage in quantity, damage or failure to comply with the description or quote. The Client shall afford LSI an opportunity to inspect the Goods within a reasonable time following delivery if the Client believes the Goods are defective in any way. If the Client shall fail to comply with these provisions the Goods shall be presumed to be free from any defect or damage. For defective Goods, which LSI has agreed in writing that the Client is entitled to reject, LSI's liability is limited to either (at LSI's discretion) replacing the Goods or repairing the Goods except where the Client has acquired Goods as a consumer and is therefore also entitled to, at the consumer's discretion either a refund of the purchase price of the Goods, or repair of the Goods, or replacement of the Goods.

10. Warranty

- 10.1 For Goods not manufactured by LSI, the warranty shall be the current warranty provided by the manufacturer of the Goods.
- 10.2 LSI shall not be bound by nor be responsible for any term, condition, representation or warranty other than that which is given by LSI or the manufacturer of the Goods.

11. Intellectual Property

- 11.1 Where LSI has designed, drawn or written Goods for the Client, then the copyright in those designs and drawings and documents shall remain vested in LSI, and shall only be used by the Client at LSI's discretion.
- 11.2 The Client warrants that all designs or instructions to LSI will not cause LSI to infringe any patent, registered design or trademark in the execution of the Client's order and the Client agrees to indemnify LSI against any action taken by a third party against LSI in respect of any such infringement.
- 11.3 The Client agrees that LSI may use any documents, designs, drawings or Goods created by LSI for the purposes of advertising, marketing, or entry into any competition.

12. Default and Consequences of Default

- 12.1 If the Client defaults in payment by the due date of any amount payable to LSI, then all money which would become payable by the Client to LSI at a later date on any account becomes immediately due and payable

without the requirement of any notice to the Client.

- 12.2 Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and a half percent (2.5%) per calendar month (and at LSI's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.
- 12.3 In the event that the Client's payment is dishonored for any reason the Client shall be liable for any dishonor fees incurred by LSI.
- 12.4 If the Client defaults in payment of any invoice when due, the Client shall indemnify LSI from and against all costs and disbursements incurred by LSI in pursuing the debt including legal costs on a solicitor and own client basis and LSI's collection agency costs.
- 12.5 Without prejudice to any other remedies LSI may have, if at any time the Client is in breach of any obligation (including those relating to payment) LSI may suspend or terminate the supply of Goods to the Client and any of its other obligations under the terms and conditions. LSI will not be liable to the Client for any loss or damage the Client suffers because LSI has exercised its rights under this clause.
- 12.6 Without prejudice to LSI's other remedies at law LSI shall be entitled to cancel all or any part of any order of the Client which remains unfulfilled and all amounts owing to LSI shall, whether or not due for payment, become immediately payable in the event that:
 - (a) any money payable to LSI becomes overdue, or in LSI's opinion the Client will be unable to meet its payments as they fall due; or
 - (b) the Client becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or
 - (c) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client.

13. Cancellation

- 13.1 LSI may cancel any Agreement to which these Terms apply or cancel delivery of Goods at any time before the Goods are delivered by giving reasonable written notice to the Client. On giving such notice LSI shall repay to the Client any sums paid in respect of the Price. LSI shall not be liable for any loss or damage whatsoever arising from such cancellation.
- 13.2 In the event that the Client cancels delivery of Goods the Client shall be liable for any loss incurred by LSI (including, but not limited to, any loss of profits) up to the time of cancellation.
- 13.3 Cancellation of orders for Goods made to the Client's specifications or non-stocklist items will not be accepted once the order has been processed.

14. Unpaid LSI's Rights

- 14.1 Where the Client has left any item with LSI for repair, modification, exchange or for LSI to perform any other Service in relation to the item and LSI has not received or been tendered the whole of the Price, or the payment has been dishonored, LSI shall have:
 - (a) a lien on the item;
 - (b) the right to retain the item for the Price while LSI is in possession of the item;
 - (c) a right to sell the item.
- 14.2 The lien of LSI shall continue despite the commencement of proceedings, or judgment for the Price having been obtained.

15. General

- 15.1 If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and

enforceability of the remaining provisions shall not be affected, prejudiced or impaired.

- 15.2 These Terms and any Agreement to which they apply shall be governed by the laws of the United States and are subject to the jurisdiction of the courts of the United States.
- 15.3 LSI shall be under no liability whatsoever to the Client for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Client arising out of a breach by LSI of the Terms.
- 15.4 In the event of any breach of this contract by LSI the remedies of the Client shall be limited to damages which under no circumstances shall exceed the Price of the Goods.
- 15.5 The Client shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Client by LSI nor to withhold payment of any invoice because part of that invoice is in dispute.
- 15.6 LSI may license or sub-contract all or any part of its rights and obligations without the Client's consent.
- 15.7 The Client agrees that LSI may review the Terms at any time. If, following any such review, there is to be any change to the Terms, then that change will take effect from the date on which LSI notifies the Client of such change. Except where LSI supplies further Goods to the Client and the Client accepts such Goods, the Client shall be under no obligation to accept such changes.
- 15.8 Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm or other event beyond the reasonable control of either party.
- 15.9 The failure by LSI to enforce any provision of the Terms shall not be treated as a waiver of that provision, nor shall it affect LSI's right to subsequently enforce that provision.