

PURCHASE AND SALE AGREEMENT FOR EQUIPMENT No. 18-012-000047

This Purchase and Sale Agreement for Equipment, dated and signed on 26.4.2018, ("Agreement") is made and entered into between:

AKROBAT d.o.o., Crmosnjice pri Stopicah 5B, SI-8000 Novo mesto, Slovenia, registration no.: 1860372000, VAT number: SI68287097, represented by the CEO Mr Primoz Stanisa (hereinafter called the "**Supplier**")

and

Trampoline Investments s.r.o., Klimentská 1207/10, 110 00 Prague, the Czech republic, Company ID No.: 01820877, registered in the Commercial Register maintained by the Municipal Court in Prague, Ref. No.: C 211981, VAT number: CZ01820877, represented by Václav Kubeček (hereinafter called the "**Buyer**")

the Supplier and the Buyer are each hereinafter sometimes referred to as a "**Party**" and collectively as "**Parties**".

1. INTRODUCTORY PROVISIONS

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained therein and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the terms specified in this agreement are mutually agreed and covenanted by and between the parties to/of this Agreement, under seal.

AKROBAT is a European manufacturer of premium quality trampolines and trampoline parks. AKROBAT is also a distributor of trampoline park Equipment and spare parts, and experienced in designing bespoke technical drawings of trampoline parks and provides park installation and maintenance services.

The Buyer wishes to purchase Equipment from AKROBAT on the basis of terms and conditions of this Agreement and to receive the Services specified herein in order to obtain from the Supplier the completed and functional Trampoline park.

2. SUBJECT MATTER OF AGREEMENT

Subject to the conditions specified in this Agreement:



- (a) the Supplier hereby sells to Buyer and Buyer hereby purchases from Supplier the Equipment specified in **Exhibit A** attached hereto and incorporated herein (hereinafter "**Equipment**"). Such Equipment shall be shipped from Akrobat d.o.o., Polje BB, Velika Kladuša, Bosnia and Herzegovina;
- (b) the Supplier shall deliver the Equipment from Akrobat d.o.o., Polje BB, Velika Kladuša, Bosnia and Herzegovina to the Delivery address; and
- (c) the Supplier shall install the Equipment in the Installation Site and handover the completed Trampoline Park to the Buyer (hereinafter services under letter (b) and (c) hereof the "**Services**")

3. PURCHASE PRICE

Buyer shall pay to the Supplier for the Equipment according to design specified in the Exhibit A hereof and for the Services and for all obligations specified herein the sum of 358.999,03 € (hereinafter "**Purchase Price**"), which represents the full and complete consideration for the subject-matter pursuant to this Agreement.

The Parties agree that any changes to the Purchase Price arising from any potential modifications of the project shall require a written consent of both Parties.

4. PAYMENT

Payment of the Purchase Price shall be made by Buyer to Supplier in accordance with the following schedule:

- First instalment in the amount of **35.899,90 €** which represents 10% of the Purchase Price is due at the order confirmation, i.e. by 26.4.2018. Received payment constitutes as order confirmation.
- Second instalment in the amount of **143.599,61 €** which represents 40% of the Purchase Price is due on 30.4.2018 at the latest.
- Third instalment in the amount of **179.499,52 €** which represents 50% of the Purchase Price is due before dispatch from the factory, i.e. 30.6.2018

The Buyer understands that, if the instalments are not duly paid according to the exact schedule, the Supplier can no longer guarantee timely delivery of Equipment and the installation of the trampoline park.

For all additional items ordered in addition to the trampoline park, the Supplier will send the Buyer a new offer and new payment terms that might be different from the payment terms for the delivery of the Equipment.



If additional trucks will be needed for items ordered in addition to the trampoline park, the Supplier will send the Buyer an invoice for additional transport, which will be due on the day of confirming the order.

If both parties agree to the scope of works and commercial terms of additional items, they will sign an annex to this agreement.

All Buyer payments must include an appropriate allowance for bank transfer and foreign exchange charges so that Akrobat receives the net sum of the agreed Purchase price. All bank charges are the responsibility of the Buyer.

Should the Seller fail to deliver to the Buyer the Equipment and the Services within the agreed time period pursuant to Article 5 hereof and does not remedy its delay in additional time period provided to it by the Buyer, which time period should not be shorter than 15 days, the Buyer shall have a right to receive from the Supplier a contractual penalty in the amount of 200 EUR per each day of delay and maximum 10.000 EUR. .

5. TIME SCHEDULE

For design, manufacturing, delivery and installation of HOP Arena trampoline park the following time schedule applies:

Order confirmation and signing of the contract	26.4.2018
Payment of the 1 st instalment	25.4.2018
Payment of the 2 nd instalment	30.4.2018
The graphics design for printing on PVC (option)	15.5.2018
Equipment manufactured and ready for dispatch	11.7.2018
Payment of the 3 rd and final instalment	
Start of dispatch from the factory	12.7.2018
Start of installation on site	16.7.2018
Installation completed and hand-over of the park	31.7.2018

6. RIGHT TO EXTENSION OF TIME

The Supplier is entitled to an extension of time if he is delayed because of:

- changes required by the Buyer
- errors or delays in delivery of the Buyer's Deliverables
- any other reasons that must be ascribed to the Buyer
- Force Majeure pursuant to Article 12 hereof.

The Supplier is entitled to extension of time if he can establish that progress is being hindered because of Force Majeure, ref Article 12. Supplier is also entitled to extension of time if progress is being hindered as a result of the Buyer having a right to extension of the time under the eight paragraphs of this article.



Any extension shall be limited to the necessary and unavoidable consequence of the circumstances described in the first and second paragraphs of this articles. The Buyer shall cooperate to prevent and/or limit the negative consequences. Should execution of part or all of the Deliverables be interrupted it shall be resumed as soon as the circumstance causing the interruption discontinues.

If the Supplier wishes to claim an extension of time, he shall notify the Buyer in writing. Notice shall be given without undue delay once the Supplier becomes aware of circumstances that have occurred or will occur and which will lead to delay.

If the Buyer rejects a justified claim for extension of time under the first or second paragraph of this article, the Supplier is entitled to accelerate the work at the Buyer's expense unless the costs of such acceleration will be disproportionately large. Before any acceleration commences, the Supplier shall notify the Buyer in writing including and provide an estimate of the costs of the acceleration.

7. DELIVERY ADDRESS

Delivery address of the equipment is:

Trampoline Investments s.r.o.
Obchodni 112
CZ-251 01 Čestlice
Czech republic

The Equipment will be delivered to Buyer by Supplier, following the payment of the (hereinafter "**Delivery Date**"). The Supplier undertakes to organize transport and delivery of the Equipment to the Installation Site. The Risk of loss during transit shall remain with Supplier. Shipment must arrive with packing list and CMR. All items "not found" shall be noted and the anticipated availability of the items shall be indicated clearly on the packing list and CMR. Buyer must accept and sign both documents. Supplier representative must also sign both documents.

8. INSTALLATION

The Supplier undertakes to install the Equipment in order to complete the trampoline park. The Supplier guarantees that the installation will be carried out in a professional manner and according to applicable safety standards. The Supplier will install the park according to the design confirmed by both parties.

The Buyer must inform the Supplier regarding any potential restrictions that might affect the design, installation or use of the trampoline park. The Buyer must inform the Supplier regarding any restrictions that might affect the transfer of Equipment into the building and must inform the Supplier regarding entrance door dimensions.

Buyer shall be responsible for preparing a site suitable for the installation and operation of the Equipment (hereinafter "**Installation Site**") before the Supplier starts with the installation of the Trampoline park. Buyer's personnel shall coordinate their activities with and avoid interference with Supplier's employees during installation. The Buyer will ensure access ways to the trampoline park area are clear at all time and will guarantee that the trampoline park area is completely free of other

activities, workers, material or traffic. If the installation works are hindered, slowed down or prevented due to the aforementioned other activities, workers, material or traffic, and the Supplier notifies the Buyer about this fact, the cost of prolonging or modifying the course of the installation works will be transferred onto the Buyer.

The Buyer is responsible for static measurements and that the Installation site can withstand the installation and use of Equipment and allow fixing the Equipment into the walls and drilling 20 centimetres into the ground.

The Buyer will also ensure that electricity, light, running water, and garbage disposal container are available during the entire period of the installation works. The Buyer will arrange on his own costs a forklift for the entire duration of the installation, with the following capacity:

- Load capacity: 2.5 – 3 tonnes;
- fork length: 1.5 – 1.8 meters, if unloading is possible from both sides; 2.5 meters, if unloading is possible only from one side;
- lifting height: 6 meters.

The Supplier will clean the jumping mats and padded surfaces before handing over the park, however the Buyer is responsible for overall final cleaning of the trampoline park and the surrounding surfaces.

In the event the Buyer has failed to provide Akrobat with any information about the building characteristics that would affect the cost of installation or would require alteration of the park design, any potential cost increase would be borne by the Buyer.

In case of any project modifications during the build-up phase, the Buyer must in advance coordinate this with the Akrobat appointed representative. Failure to do so, or giving direct orders to the installation team, will result in increased cost of installation and the costs will be transferred onto the Buyer.

9. HANDOVER OF THE TRAMPOLINE PARK

Installation of trampoline park will be completed by **31.7.2018**.

Upon completion of the installation of the trampoline park the Buyer and the appointed representative of the Supplier will carry out a hand-over procedure, during which they will inspect the trampoline park and note down any potential deficiencies. The Supplier will take the hand-over document under review and design a plan for implementation of improvements. The Buyer is obligated to sign the hand-over document and take over the trampoline park from the Supplier, even in case of inconsistencies, insofar the nature of inconsistencies does not prevent the Buyer to open the trampoline park on the scheduled date of the opening

The Supplier takes full liability that the park is designed and manufactured as stated in Item 11 - EQUIPMENT CONFORMITY AND WARRANTY.

The Supplier will supply the Buyer with Technical drawings, Declaration of conformity and Park Operations and Maintenance Manual.

10. TRANSFER OF OWNERSHIP

The ownership of the Equipment passes onto the Buyer after the payment of the final instalment.

11. EQUIPMENT CONFORMITY AND WARRANTY

The Supplier guarantees the design and manufacturing of the trampoline park according to PAS 5000:2017, EN 13219 and EN 913 standards and will supply the Buyer with a Declaration of conformity, ref. Item 14. If the project includes special elements, which do not fall under the scope of trampoline park industry guidelines such as ninja court, the Supplier will exclude these elements from the issued Declaration of conformity. The Supplier will not be held liable for the non-compliance of these special elements.

It is the responsibility of the Buyer to receive specific information about any requirements by the local authorities that would affect the design, manufacturing or installation of the trampoline park. The Buyer must submit this information to the Supplier in writing before the finalization of the design.

The Buyer is advised to authorise an independent certification body to perform an audit of the conformity of the trampoline park in accordance with EN 13219 and EN 913 standards, based on which he is allowed to operate the park, or the Supplier will no longer be liable to the Buyer or to any third party for any issues arising from the design, use, operations and maintenance of the park.

The warranty provided to Buyer by Supplier with respect to the Equipment is set forth in **Exhibit B** attached hereto and incorporated herein. The warranty period shall commence upon handover of the trampoline park pursuant to Article 9 hereof. The Supplier will not be held responsible for any claims consequent to incorrect information provided about the Installation Site.

12. FORCE MAJEURE

Force Majeure means an event which is beyond a Party's control and which could not have reasonably been foreseen when the Contract was entered into and which has consequences which the Party could not reasonably have been expected to avert or mitigate.

No Party shall be regarded as having breached an obligation under the Contract to the extent that it can prove that it has been prevented from performing by Force Majeure.

The Party that wishes to invoke Force Majeure shall notify the other Party about the Force Majeure situation as soon as possible.

In the case of Force Majeure each of the Parties shall cover its own costs attributed to the Force Majeure situation.

For as long as the Force Majeure situation lasts, the Supplier shall secure the Equipment, the Buyer's deliveries and associated materials to the extent necessary.

Within 14 Days of the discontinuation of the Force Majeure situation, the Supplier shall submit any request for adjustment of the progress schedule to the Buyer. In that case the progress schedule shall be adjusted taking into account the delay to which the Supplier has been subjected as a result of the Force Majeure situation. The Supplier loses such rights if the request is not made within the time deadline.

13. MARKETING

The Buyer gives the Supplier the right to use photographic or video materials of the completed trampoline park, which the Supplier can use for its marketing efforts and activities. The Supplier will always act in a manner that protects the goodwill and the interest of the Buyer.

The Supplier reserves the right to identify himself as the manufacturer of the trampoline park by printing Akrobat logo on its product.

14. INDEMNIFICATION

Buyers' trampoline park is designed and will be manufactured in accordance with standard PAS 5000:2017 – Specification for the construction and operation of a fixed indoor trampoline park.

The Buyer takes over full responsibility that the inner and outer dimensions of the building (height) meet the minimum safety requirements.. Buyer was informed that the ceiling height is lower than minimum stated in the PAS 5000:2017 standard, i.e. 5,2 meters. The Buyer will calculate and limit the maximum jumper weight to ensure a safe use of the park.

This agreement releases Supplier from any liability relating to loss, damage, costs and expenses (including reasonable attorneys' fees), lawsuits and injuries that may occur during the use of Equipment or are the result of insufficient height of the building or are the result of inadequate static of the building. The Supplier is held entirely free from all claims and financial responsibility arising from claims by third parties. The Buyer is aware that he is responsible for early detection of any potential issues with the Equipment by following the operation and inspection requirements of the PAS 5000:2017 standard, and by following the Operations and Maintenance manual provided by the Supplier. The Buyer must perform regular inspection and maintenance of the park.

15. NOTIFICATIONS

Any notifications or other correspondence in relation to this Agreement must be in written form. Electronic mail shall be considered as written form.

The contact persons are:

- for the Supplier: Janez Usenik, email: Janez.usenik@akrobat.com
- for the Buyer: Václav Kubeček, email: kubecek@hoparena.cz

16. FINAL PROVISIONS

This Agreement shall become valid and effective when signed by both parties.

This Agreement replaces and supersedes any other preceding agreement, whether written or oral, between the Parties on the subject.

In case one or more of the provisions of this Agreement is invalid or void for whatever reason, this does not affect the validity of the remainder of the Agreement. In such case, the Parties shall take all actions necessary to replace such provisions.

Interpretation and enforcement of this Agreement and all the activities related to the terms of this Agreement shall be in accordance with the laws of the Republic of Slovenia. The Parties to this Agreement hereby undertake to resolve all disputes arising out of this Agreement consensually. Possible disagreements will be solved at court of justice in Ljubljana, Slovenia.

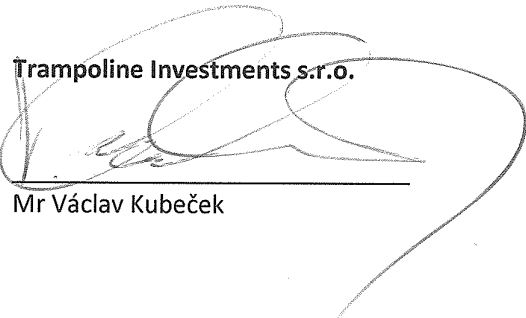
Each person signing below hereby warrants and represents that he or she has full authority to execute this Agreement for the party on whose behalf he or she is signing.

This Agreement is made in two (2) identical copies. Each contracting party shall receive one (1) signed and stamped copy.

Akrobat d.o.o.

Mr Primoz Stanisa

Trampoline Investments s.r.o.



Mr Václav Kubeček