

RUNAMUK RIDES, LLC SALE OF GOODS AND SERVICES AGREEMENT

THIS SALE OF GOODS AND SERVICES AGREEMENT (this "Agreement") is between RUNAMUK RIDES, LLC, a Wisconsin limited liability company ("Runamuk"), and the purchasing customer ("Customer"). It governs Runamuk's terms of sale of goods ("Goods") and services ("Services") to Customer. Goods include any products, equipment, machinery, parts, and accessories Runamuk sells to Customer. Services include any inspection, repair, seasonal preparation, maintenance, diagnostics and storage services provided by Runamuk relating to any equipment, machine, accessory, craft or part thereof that is tendered by Customer to Runamuk for Services ("Customer Equipment"). This Agreement is dated the day of Customer's request or Runamuk's invoice date, whichever is earlier.

In consideration of the premises and of the respective covenants and provisions contained in this Agreement, Runamuk and Customer agree:

- 1. Order, Acceptance and Cancellation.** Customer agrees that its order is an offer to buy, under the terms of this Agreement. All orders must be accepted by Runamuk or Runamuk will not be obligated to sell the Goods to Customer.
- 2. Authorization for Services.** Customer authorizes Runamuk to expend the labor, parts and materials that, in Runamuk's sole opinion, are necessary to adequately provide the Services. If the Services involve seasonal storage of Customer Equipment ("Storage Services"), Customer agrees that Runamuk will provide the Storage Services at Runamuk's facility (the "Facility"). Customer represents and warrants to Runamuk that Customer is the owner of the Customer Equipment and has the lawful right to authorize the Services.
- 3. Storage Services Term.** The term of Storage Services (the "Storage Term") commences and ends on the dates on Runamuk's corresponding storage invoice. Unless otherwise agreed in advance and in writing, Storage Services beyond the end date of the Storage Term will accrue additional rent charges at the rate of \$25.00 per day or fraction of a day.
- 4. Price.** Customer shall purchase the Goods and Services from Runamuk at the price(s) set for in Runamuk's published price list in force as of this Agreement. All prices, discounts, and promotions are subject to change without notice. All prices are exclusive of all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any governmental authority on any amounts payable by Customer. Customer shall be responsible for all such charges, costs and taxes.
- 5. Payment Terms.** Customer shall pay all invoiced amounts due on receipt of Runamuk's invoice. For any special order Goods, Customer agrees to pay 50% of the cost in advance and the balance upon receipt of the Goods. All rent and other charges for Storage Services are due at the beginning of the Storage Term and no portion of the rent or other charges is refundable for any reason. No Customer Equipment will be released until all invoices are paid in full. Customer shall make all payments by cash, check, credit card or wire transfer and in U.S. dollars. Customer shall pay a flat late fee of \$35.00 per invoice plus interest on all unpaid invoices at the lesser of the rate of 1.5% per month or the highest rate permissible under law, compounded daily. Customer pay all amounts on these terms without deduction or setoff and without Runamuk being compelled to take action to collect such amounts.
- 6. Costs and Expenses of Enforcement.** Customer shall, upon demand, reimburse Runamuk for all costs and expenses incurred by Runamuk in seeking to collect any amount due under this Agreement or to enforce any of Runamuk's rights and remedies under this Agreement, including (a) court costs, costs of alternative dispute resolution and actual attorneys' fees and expenses, whether or not suit is filed, or whether in bankruptcy, insolvency or appeal; and (b) Runamuk's internal costs at the rate of \$105.00 per hour for associated administrative work (\$15.00 per occurrence minimum), reproduction costs at \$0.50 per page, mileage at \$0.75 per mile, actual postage and other expenses at Runamuk's actual cost plus a \$25.00 per expenditure administrative fee. Customer shall pay interest on all such costs and expenses incurred by Runamuk until paid at the lesser of the rate of 1.5% per month or the highest rate permissible under law, compounded daily.

7. **Cash Transaction; No Extension of Credit.** All transactions between Runamuk and Customer are cash transactions entered into and conducted at Runamuk's ordinary place of business. Runamuk offers no credit of any kind and under no circumstances is Runamuk extending any consumer credit.

8. **Use of Credit or Debit Cards.** Customer agrees that Customer's use, benefit or possession of any Goods or Services provided by Runamuk is prima facie evidence that Customer has unequivocally authorized all credit card payments and transactions and has satisfactorily received, without exception, the requested Goods and Services at the expected price. Customer irrevocably instructs Customer's financial institutions not to reverse or withhold any payment to Runamuk regardless of any future instructions to the contrary.

Customer agrees that all related credit and debit card transactions between Customer and Runamuk were made in full compliance with the Truth in Lending Act, and Visa, MasterCard, American Express, PayPal and Discover merchant processing rules. If a conflict arises between this Agreement and later card holder, financial institution, or merchant processor rules or arbitration actions, Customer agrees this Agreement shall always prevail.

9. **Delivery.** Goods will be delivered within a reasonable time after receipt of Customer's purchase order. Runamuk shall not be liable for any delays, loss or damage in transit.

10. **Title and Risk of Loss.** Title and risk of loss passes to Customer when Customer signs for the Goods on a Runamuk-authorized form or otherwise removes the Goods from the Facility. As collateral security for the payment of the purchase price of the Goods, Customer grants to Runamuk a lien on and security interest in all of the right, title and interest of Customer in, to and under the Goods, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, and all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under the Wisconsin Uniform Commercial Code.

11. **Delays.** Runamuk is not responsible for delays in fulfilling purchase orders for Goods or providing Services any reason.

12. **Returns and Refunds.** All pre-owned and special order Goods are sold "as is" and are non-returnable and non-refundable. If returns are allowed by the manufacturer, Runamuk will accept return of new Goods for a refund of the purchase price, less the original shipping and handling costs, provided such return is made within 14 days of delivery and provided Customer follows all the manufacturer's return requirements and such Goods are returned in their original condition. All returns are subject to a 25% restocking fee. Refunds will be credited back to the same payment method used to make the original purchase. For defective returns, Customer must follow the manufacturer's warranty requirements.

13. **Mechanic's Lien.** Customer agrees that Runamuk has an express mechanic's lien on the Customer Equipment to secure the Services provided thereto. Runamuk may retain possession of the Customer Equipment until Runamuk is paid in full for all Goods and Services. Customer further authorizes Runamuk to charge any of Customer's credit cards Runamuk may have on file to fulfill Customer's obligations under this Agreement. Customer agrees to pay all costs and expenses, including actual attorneys' fees, incurred by Runamuk in any action for possession of the Customer Equipment.

14. **Permission to Operate Customer Equipment.** Customer grants Runamuk, and Runamuk's employees and subcontractors, permission to operate the Customer Equipment on streets, highways or elsewhere for testing and inspection purposes.

15. **Additional Terms for Storage Services.** Besides the other provisions of this Agreement, these terms apply to Storage Services:

(a) **Notice of Lien.** Under Wisconsin law, Runamuk has a lien on the Customer Equipment and upon the proceeds from the sale of the Customer Equipment to secure Customer's payment of rent and other charges. Runamuk may

sell the Customer Equipment in accordance with Section 704.90 of the Wisconsin Statutes if Customer fails to pay rent or claim property at the end of the Storage Term.

- (b) **Right to Cancel.** RUNAMUK may cancel this Agreement at any time, with or without cause, upon thirty (30) days written notice to Customer. Upon cancellation, Customer shall have the Customer Equipment removed from the Facility under Runamuk's direction.
- (c) **No Bailment.** Runamuk is hired to store the Customer Equipment but is not engaged to store non-OEM equipment, parts, accessories, or personal effects that might be mounted on, affixed to, or placed within the Customer Equipment. No bailment is created under and this Agreement shall not create a bailment or warehouseman relationship. The only relationship between the parties is one of landlord/tenant. Runamuk is not responsible for the safekeeping of the Customer Equipment and is not responsible for any damage to the Customer Equipment.

16. **Manufacturer's Warranty and Disclaimers.** Runamuk is a sales agent for the Goods. Runamuk does not manufacture or control the Goods offered for sale. Runamuk provides no warranties regarding the Goods. **ALL GOODS ARE SOLD BY RUNAMUK "AS IS" WITHOUT ANY WARRANTY WHATSOEVER.** The Goods may, however, be covered by the manufacturer's warranty as detailed in the description of the Goods. To obtain warranty service for defective Goods, Customer must follow the instructions in the manufacturer's warranty.

RUNAMUK MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS OR SERVICES, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (C) 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.

17. **Limitation of Liability.** IN NO EVENT SHALL RUNAMUK BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, 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 RUNAMUK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

IN NO EVENT SHALL RUNAMUK'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO RUNAMUK FOR THE GOODS AND SERVICES SOLD HEREUNDER OR \$500.00, WHICHEVER IS LESS.

18. **Loss and Damage.** Customer shall bear the entire risk of loss, theft, damage or destruction of the Customer Equipment from any cause.

19. **Insurance.** Customer shall, at Customer's expense, provide and maintain insurance against loss, theft, damage or destruction of the Customer Equipment in an amount not less than the full replacement value of the Customer Equipment. Insurance on the Customer Equipment is a material condition of this Agreement and is for the benefit of both Customer and Runamuk. Failure of Customer to carry the required insurance breaches this Agreement and Customer assumes all risk of loss to the Customer Equipment that would be covered by such insurance. Customer's insurance policy shall contain a waiver of subrogation rights clause as against Runamuk, so Runamuk will not be pursued by the insurance company for any loss that is covered by Customer's insurance, regardless if Runamuk is at fault for the loss.

20. Indemnity. Customer shall indemnify, defend, and hold harmless Runamuk and its officers, directors, members, employees, agents, affiliates, successors and assigns (collectively, “Indemnified Party”) against any losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys’ fees, fees and costs of enforcing any right to indemnification under this Agreement and the cost of pursuing any insurance providers, incurred by Indemnified Party relating to any claim of a third party or Runamuk arising out of or in connection with the storage of the Customer Equipment or from Runamuk’s or Customer’s negligence, willful misconduct or breach of this Agreement (each a “Claim”). Customer shall not enter into any settlement of a Claim without Runamuk’s or Indemnified Party’s prior written consent.

21. Runamuk’s Agents. Customer acknowledges that Customer has been advised that no agent, employee, or representative of Runamuk has any authority to bind Runamuk to any affirmation, promise, representation, or warranty about the Goods or Services, and unless such affirmation, promise, representation, or warranty is specifically set forth in this Agreement, it forms no basis of this bargain and shall not be enforceable against Runamuk.

22. Termination. Besides any remedies that may be provided under this Agreement, Runamuk may terminate this Agreement with immediate effect upon written notice to Customer, if Customer: (a) fails to pay any amount when due under this Agreement; (b) has not otherwise performed or complied with the terms of this Agreement, 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.

23. Force Majeure. Runamuk shall not be liable or responsible to Customer, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Runamuk including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion, or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to either party’s workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

24. Jury Waiver. Customer voluntarily, knowingly, irrevocably and unconditionally waives any right to have a jury participate in resolving any dispute (whether based upon contract, tort, or otherwise) between or among Customer and Runamuk arising out of or related to this Agreement, or any relationship between Customer and Runamuk. This provision is a material inducement to Runamuk to sell the Goods and Services to Customer.

25. Notices. Except as otherwise provided in this Agreement, all notices shall be sent by first class mail, postage prepaid, or email, to Customer’s last known physical or email address. Notice shall be deemed given when deposited in the United States mail or the email is sent. Customer agrees that any such notice is conclusively presumed to have been received by Customer five (5) days after mailing, unless returned to Runamuk by the U.S. Postal Service, or five (5) days after the email is sent, unless returned as “undeliverable”. All statutory notices shall be sent as required by law.

26. No Other Representations, Warranties, Etc. Customer warrants that no oral representations, statements, warranties or inducements apart from this Agreement have been made to or relied upon by Customer. Customer agrees that Customer is not relying, and will not rely, upon any oral representation made by Runamuk or by Runamuk’s agents or employees purporting to modify or add to this Agreement. Customer understands and agrees these terms may not be modified without the express written consent of Runamuk.

27. Remedies Cumulative. The rights and remedies of Runamuk in this Agreement are cumulative and not alternative.

28. Waiver. Neither any failure nor any delay by Runamuk in exercising any right, power or privilege under this Agreement or the documents referred to in this Agreement will operate as a waiver of such right, power or privilege, and

no single or partial exercise of any such right, power or privilege will preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege.

29. Entire Agreement. This Agreement supersedes all prior agreements, whether written or oral, between the parties regarding its subject matter and constitutes (with the other documents delivered under this Agreement) a complete and exclusive statement of the terms of the agreement between the parties regarding its subject matter.

30. Modification. This Agreement may not be amended, supplemented, or otherwise modified except by a written agreement executed by the party to be charged with the amendment.

31. Assignment. Customer may assign none of Customer's rights or delegate any of Customer's obligations under this Agreement without the prior written consent of Runamuk.

32. Successors. This Agreement will apply to, be binding upon and inure to the benefit of the successors and permitted assigns of the parties.

33. Severability. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

34. Construction. The headings of sections in this Agreement are provided for convenience only and will not affect its construction or interpretation.

35. Governing Law. This Agreement will be governed by and construed under the laws of the State of Wisconsin without regard to conflicts of law principles that would require the application of any other law.

36. Jurisdiction. Any judicial proceeding arising out of or relating to this Agreement or any transaction contemplated in this Agreement may be brought in the courts of the State of Wisconsin, County of Bayfield, or, if it has or can acquire jurisdiction, in the United States District Court for the Western District of Wisconsin, and each party irrevocably submits to the exclusive jurisdiction of each court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims regarding the proceeding shall be heard and determined only any such court and agrees not to bring any proceeding arising out of or relating to this Agreement or any transaction contemplated in this Agreement in any other court. The parties agree that either or any of them may file a copy of this section with any court as written evidence of the knowing, voluntary and bargained agreement between the parties irrevocably to waive any objections to venue or to convenience of forum.

37. Use of Electronic Signatures, Receipts. Customer agrees this Agreement may be electronically signed; the electronic signatures appearing on this Agreement have the same effect as handwritten signatures would have for the validity, enforceability and admissibility of this Agreement, and that Customer may withdraw Customer's consent to receive electronic documents, notices or disclosures at any time if such request is made in writing and received by Runamuk.

38. Time of Essence. Regarding all dates and time periods set forth or referred to in this Agreement, time is of the essence.

BY PURCHASING GOOD AND/OR SERVICES FROM RUNAMUK UNDER THIS AGREEMENT, CUSTOMER WARRANTS THAT CUSTOMER HAS TAKEN SUFFICIENT TIME TO READ AND CONTEMPLATE THIS ENTIRE AGREEMENT AND CONSULT WITH LEGAL COUNSEL. AFTER CAREFUL CONSIDERATION, CUSTOMER COMPLETELY AGREES WITH THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT.

CUSTOMER HAS FURTHER CONSIDERED AND ACKNOWLEDGES THAT IF THE TERMS AND CONDITIONS OF THIS AGREEMENT WERE NOT AS BROAD AS THEY ARE, THE COST OF PROCURING THE GOODS AND/OR SERVICES FROM RUNAMUK WOULD BE SUBSTANTIALLY HIGHER. SINCE CUSTOMER DOES NOT WANT TO PAY HIGHER PRICES FOR THE GOODS AND/OR SERVICES, CUSTOMER IS WAIVING CUSTOMER'S RIGHT TO FURTHER BARGAIN FOR DIFFERENT TERMS AND CONDITIONS AND IS STILL ELECTING TO PURCHASE THE GOODS AND/OR SERVICES FROM RUNAMUK, AS WELL AS SIGN AND ENTER INTO THIS AGREEMENT IN ITS CURRENT FORM.