

TERMS AND CONDITIONS

[For use by consumers both in USA and overseas to purchase goods on the website located at www.cricketmerchant.com]

These Terms and Conditions apply to the use of this Website. In using this Website, you agree to be bound by these Terms and Conditions. If you do not accept these Terms and Conditions, you must refrain from using the Website. Your use of the Website constitutes your agreement to the Terms and Conditions. These Terms and Conditions must be read in conjunction with any other applicable Terms and Conditions governing the use of this Website.

THE PARTIES AGREE as follows:

1. TERMINOLOGY

1.1 In these Terms and Conditions:

(a) the terms “CRICKET MERCHANT”, “cricketmerchant.com”, “we”, “us” and “our” are a reference to Cricket Merchant LLC; and

(b) the terms “you” and “your” are a reference to the Purchaser or a User.

“Goods” means goods, which Cricket Merchant may cause to be supplied to you pursuant to these Terms and Conditions;

“Linked Website” means any website accessible from a hyperlink provided on the Website, either directly or indirectly;

“Purchaser” shall mean a person, firm, or corporation, jointly and severally if there is more than one, acquiring Goods by placing an order on the Website;

“Cricket Merchant LLC” means the group of related bodies, which carries on the business of sporting equipments, importation, marketing and distribution of the Goods;

“Terms and Conditions” shall mean these terms and conditions of sale and use of this Website;

“User” means any person who accesses this Website; and

“Website” means this website.

1.2 Any order placed by a Purchaser on the Website is deemed to be an order incorporating these Terms and Conditions notwithstanding any inconsistencies, which may be introduced in the Purchaser’s order or acceptance unless expressly agreed by CRICKET MERCHANT in writing.

2. AMENDMENTS TO TERMS AND CONDITIONS

We reserve the right to amend these Terms and Conditions from time to time. Amendments will be effective immediately upon notification on this Website. Your continued use of the Website following such notification will represent an agreement by you to be bound by the Terms and Conditions, as amended.

3. ORDERS

3.1 Any order placed by you on this Website in the manner described in the Website is an offer by you to purchase particular Goods for the price (including the delivery costs and other charges and taxes) specified in this Website on these Terms and Conditions at the time you place your order.

3.2 CRICKET MERCHANT reserves the right to accept or reject your offer for any reason, in its sole discretion, including, without limitation, the unavailability of any Goods, an error in the price or the description of Goods on this Website, or an error in your order.

3.3 You are not entering into a contract with CRICKET MERCHANT until CRICKET MERCHANT forwards to you confirmation of receipt of your order and payment.

3.4 Orders accepted by CRICKET MERCHANT may not be cancelled or altered in whole or in part by you without CRICKET MERCHANT' prior written consent.

3.5 CRICKET MERCHANT may decline by written notice to the Purchaser, any order in whole or in part, at any time prior to delivery of the Goods in which case CRICKET MERCHANT will be under no obligation in respect of the order.

3.6 If your credit card has already been charged for an order that is subsequently rejected, cancelled or declined, CRICKET MERCHANT shall issue a credit to your credit card account.

4. PRICES

4.1 Prices of Goods and delivery and other charges displayed on this Website are current at the time of issue, but may change at any time and are subject to availability.

4.2 All prices are expressed in United States dollars.

4.3 In addition to the price payable, you are responsible for any sales, local or similar taxes and duties or other liabilities imposed by any governmental agency, including without limitation, any customs duty, goods and services taxes imposed on any Goods acquired or ordered by you from this Website.

4.4 You must arrange and pay for all costs associated with the shipping and handling and insurance of the Goods from CRICKET MERCHANT' nominated collection address.

4.5 CRICKET MERCHANT reserves the right to vary its prices, without notice to the Purchaser, up to the time when final confirmation of the order is given by CRICKET MERCHANT.

5. DELIVERY

5.1 Orders are delivered [by courier directly to your door]by such means as are described on this Website, or if you are permitted to select a means of delivery on the Website, by any means selected by you, or if no means are selected by you, by such other means as CRICKET MERCHANT may elect.

5.2 Any time quoted for delivery is an estimate only and the CRICKET MERCHANT shall not be liable to you or to any other person for any loss or damage howsoever arising as a result or consequence of any failure to deliver or delay in delivery.

5.3 You shall not be relieved of any obligation to accept or pay for Goods by reason of any delay in delivery.

5.4 Where you request CRICKET MERCHANT to cause the relevant member of the CRICKET MERCHANT to deliver Goods directly to another person, that person takes possession of the Goods for you as your agent, but you remain directly responsible to CRICKET MERCHANT under these Terms and Conditions.

6. INABILITY TO DELIVER DUE TO PURCHASER

6.1 If, due to any act, omission or default by the Purchaser, the relevant member of the CRICKET MERCHANT is unable to deliver any Goods to you at the time that the Goods are due to be delivered, you agree to reimburse the CRICKET MERCHANT for all reasonable costs incurred by the CRICKET MERCHANT for storing, securing and insuring the Goods until such time as the Goods are delivered or re-delivered to the Purchaser.

6.2 All costs under the above clause will be calculated for the period commencing on the date on which any Goods would have been delivered but for the Purchaser's act, omission or default, and finishing on the date on which the Goods are subsequently delivered or re-delivered.

7. CANCELLATION OF ORDERS

7.1 If the CRICKET MERCHANT determines that it is or may be unable to deliver within a reasonable time, or at all, the contract may be cancelled by CRICKET MERCHANT. In the event of cancellation you shall have no claim against any member of the CRICKET MERCHANT for any damage, loss, cost or expense whatsoever.

7.2 No purported cancellation or suspension of an order or any part thereof by you is binding on the CRICKET MERCHANT after that order has been accepted by CRICKET MERCHANT.

8. RISK

Risk in the Goods and all insurance responsibility for theft, damage or otherwise in respect of the Goods will pass to you upon presentation of the Goods for delivery at the premises of the relevant CRICKET MERCHANT member supplying the Goods.

9. CLAIMS AND RETURNS

DO NOT UNDER ANY CIRCUMSTANCES SEND THE GOODS BACK TO US WITHOUT NOTICE. CRICKET MERCHANT ACCEPTS NO RESPONSIBILITY WHATSOEVER FOR GOODS THOSE ARE SENT BACK BY THE PURCHASER AND ARE LOST OR STOLEN

BEFORE ARRIVING.

9.1 If you receive Goods that you find to be faulty or incorrect you must notify CRICKET MERCHANT WITHIN [14] DAYS after delivery of the Goods to you (time being of the essence) [via an email to our Customer Service Centre] providing:

- your name
- your order number
- daytime telephone number and/or email address
- a brief description of the fault or problem with the Goods.

Our Customer Service representative will then contact you and provide you with a return authorization number. Any claim which you do not notify within that period shall be deemed to have been absolutely waived.

9.2 If an incorrect product was received we will either replace or refund at our discretion.

9.3 If the Goods delivered are defective [our Customer Service representative will arrange for the Goods to be collected from you and returned to us for inspection.

9.4 [If the Goods are found to be defective, either they will be repaired [by the manufacturer], you will be provided with a replacement item free of charge or the price you paid for the Goods will be refunded to you in full, at our discretion. You will not incur any charge for the delivery of the repaired or replacement Goods to you.

9.5 [If the Goods are found not to be defective, you will be contacted by our Customer Service representative who will advise you of [the manufacturer's] decision. In these circumstances, you will incur the cost of both collection of the Goods and the return to you by courier.]

9.6 CRICKET MERCHANT will not be held responsible for damage caused to Goods by misuse or poor care.

10. INTELLECTUAL PROPERTY RIGHTS IN GOODS

10.1 The CRICKET MERCHANT owns or is the licensee of all copyright, trade mark, patent or design rights or confidential information ("Intellectual Property") in or related to any of the Goods.

10.2 You must not copy the Goods or permit or arrange for any third party to copy them.

10.3 You must:

- (a) only use any Goods for the purposes for which they were designed to be used;
- (b) not reverse engineer any Goods; and
- (c) not design or manufacture products that compete with any Goods.

11. INDIRECT LOSS

In no event shall the CRICKET MERCHANT be liable (whether before or after discharge of the contract or otherwise) for any loss or damage suffered by you or any third party, howsoever caused, including but not limited to special, incidental, indirect, or consequential loss, economic loss, loss of opportunity, profits, goodwill or revenue, whether or not any member of the CRICKET MERCHANT was aware of or may reasonably have anticipated such losses may be incurred.

12. DISCLAIMER

You agree that your use of the Website shall be at your sole risk. This website and the materials and products on this website are provided "as is" and without warranties of any kind, whether express or implied.

To the fullest extent permitted by law, any condition or warranty which would otherwise be implied into these Terms and Conditions, including without limitation, implied warranties of merchantability and fitness for a particular purpose and non-infringement, is hereby excluded and specifically disclaimed. Some U.S. states do not permit limitations or exclusions on warranties, so the above limitations may not apply to you.

We make no warranties or representations about the accuracy, completeness, adequacy, usefulness, timeliness, reliability or otherwise of the content, materials or opinions expressed on the Website or the content of any Linked Website and assume no liability or responsibility for any of the following, or for any claims, demands, losses, costs or expenses (including without limitation legal costs), or for any direct, indirect, incidental, special, punitive or consequential damages, economic loss or damage to reputation whatsoever, resulting from any:

- (a) errors, mistakes or inaccuracies of material or information on the Website;
- (b) personal injury or property damage, of any nature whatsoever, resulting from your access to or use of the Website;
- (c) unauthorized access to or use of our [secure servers] and/or any and all personal information and or financial information stored therein;
- (d) interruption or cessation of transmission to or from the Website;
- (e) bugs, viruses, or other harmful components, which may be transmitted to or through the Website or by the server that makes the Website available;
- (f) errors or omissions in any material or information or for any loss or damage of any kind incurred as a result of your use of any material or information posted, emailed, transmitted or otherwise made available on the Website;
- (g) errors or omissions in any content or for any loss or damage or for any loss or damage of any

kind incurred as a result of your use of any content posted, emailed, transmitted or otherwise made available on the Website.

(h) failure to correct any errors, omissions, interruptions, cessations or other defects; and/or

(i) acts, omissions and conduct of any users or other third parties in connection with or related to your use of the Website.

[We do not warrant, endorse, guarantee or assume responsibility for any product or service advertised or offered by a third party through the Website or any Linked Website or featured in any banner or other advertising, and we will not be a party to or in any way be responsible for monitoring any transaction between you and third-party providers of products or services.]

Your sole remedy against CRICKET MERCHANT for dissatisfaction with the site or any content is to stop using the site or any such content. This limitation of relief is a part of the bargain between the parties.

13. INDEMNITY

To the fullest extent permitted by law, you agree to defend, indemnify and hold harmless, us, our officers, directors, employees, contractors, agents or related bodies corporate for any liabilities, claims, demands, losses, costs and expenses (including without limitation legal costs), or for any direct, indirect, incidental, special, punitive or consequential damages, whatsoever resulting from:

(a) your use of and access to the Website; and

(b) any breach of your obligations under these Terms and Conditions.

14. COPYRIGHT

Unless we agree otherwise in writing, you are provided with access to this Website only for your personal use.

Copyright in the content of this Website (including text, photographs, graphics, logos, icons and software code) as a collective work under the United States and other copyright laws, and is the property of CRICKET MERCHANT. The collective work includes works that are licensed to CRICKET MERCHANT . Copyright 2008, CRICKET MERCHANT. ALL RIGHTS RESERVED. You may display and, subject to any expressly stated restrictions or limitations relating to specific material, download or print portions of the material from the different areas of the website solely for your own non-commercial use, or to place an order with CRICKET MERCHANT or to purchase CRICKET MERCHANT products. Any other use, including but not limited to the reproduction, distribution, display or transmission of the content of this website is strictly prohibited, unless authorized by CRICKET MERCHANT in writing. You further agree not to change or delete any proprietary notice from materials downloaded or printed from the website.

15. WAIVER

Failure by CRICKET MERCHANT to insist upon strict performance of any term, warranty or condition of the contract shall not be deemed as a waiver thereof or of any rights CRICKET MERCHANT or any member of the CRICKET MERCHANT may have and no expressed waiver shall be deemed a waiver of any subsequent breach of any term, warranty or condition.

16. PURCHASER'S ACKNOWLEDGMENTS

(a) You acknowledge that you are acquiring the Goods for private use and not for the purpose of resale in trade or commerce and warrant that you can make legally binding contracts.

(b) Any description of the Goods contained on this Website is approximate only and is given by way of identification only and the use of such description shall not constitute the contract a sale by description. You cannot claim against the CRICKET MERCHANT for any deviation.

(c) Goods are not available via this Website to persons under the age of 18 years or any other persons who are legally prohibited from entering into binding contracts.

(d) Except for any warranty or representation made expressly in writing by us, you hereby acknowledge that you have not relied on any advice given, or representation made by us, or on our behalf in connection with the Goods.

(e) Without limiting any other limitations set forth herein, we shall not be liable for any failure of communications services or systems which affect our receipt of information from you.

(f) We do not warrant the accuracy, adequacy or completeness of any information contained on this Website, nor do we undertake to keep the Website updated. We do not accept liability for loss or damage resulting from any action taken or reliance made by you on any material or information obtained through the Website.

(g) If you download any material from the Website, you acknowledge that we are not liable to you for any loss or damage, however caused, arising from the downloading or subsequent use of the downloaded material.

(h) You may not adapt, reproduce, store, distribute, transmit, print, display, publish or create derivative works from any downloaded material. In addition, you may not commercialize any information, products or services from the downloaded material.

(i) [Responsibility for the content of advertisements appearing on this Website (including hyperlinks to advertisers' own Websites) rests solely with the advertisers. The placement of such advertisements does not constitute a recommendation or endorsement by us of the advertisers' products and each advertiser is solely responsible for any representations made in connection with its advertisement.]

(j) No data transmission over the internet can be guaranteed as totally secure. Whilst we strive to

protect such information, we do not warrant and cannot ensure the security of any information which you transmit to us. Accordingly, any information which you transmit to us is transmitted at your own risk.

(k) You agree not to use, launch or install, or use or launch any program whatsoever which masks the identity of the user or which may inturn use, launch or install any malicious software, badware, malware, deceptive adware or the like which may amongst other things delete data on the computers of users, steal personal information such as passwords, credit card numbers, alter search results, track the moves of users and/or feed such information back to third parties.

(l) You agree not to use or launch any automated system, including without limitation, “robots”, “spiders” and “offline readers” that accesses the Website in a manner that sends more request messages to the Website servers in a given period of time than a human can reasonably produce in the same period by using a conventional on-line web-browser. Notwithstanding the foregoing, we grant the operators of public search engines permission to use spiders to copy materials from the Website for the sole purpose of creating publicly available searchable indices of the materials, but not caches or archives of such materials. We reserve the right to revoke these exceptions either generally or in specific cases. You agree not to collect or harvest any personally identifiable information, including account names, from the Website, nor to use the communications systems provided by the Website for any solicitation purposes. You agree not to solicit, for commercial purposes any users with respect to their submissions.

17. SUBCONTRACTING

CRICKET MERCHANT reserves the right to assign its rights and obligations under these Terms or subcontract the production, manufacture or supply of the whole or any part of the Goods to be supplied. You may not assign its right and obligations under these Terms without CRICKET MERCHANT’ prior written consent.

18. LINKED WEBSITES

This Website may contain links to other websites. Those links are provided for convenience only and may not remain current or be maintained.

We are not responsible for the content or privacy practices associated with Linked Websites.

Our links with Linked Websites should not be construed as an endorsement, approval or recommendation by us of the owners or operators of those Linked Websites, or of any information, graphics, materials, products or websites referred to or contained on those Linked Websites, unless and to the extent stipulated to the contrary.

19. TRADEMARKS

All trademarks, service marks and trade names of CRICKET MERCHANT used in the website (including but not limited to the CRICKET MERCHANT name) are trademarks or registered trademarks of CRICKET MERCHANT, Inc. They may not be used without CRICKET

MERCHANT' prior written permission.

20. PRIVACY POLICY

We undertake to comply with the terms of our privacy policy which accompanies these Terms and Conditions.

21. NOTICES

Any notice to be given by you to CRICKET MERCHANT shall be sent to CRICKET MERCHANT ' address that appears on this Website, or as otherwise notified to you by CRICKET MERCHANT . No notice shall be deemed to be given until it is actually received at such address. By using the website, you agree to receive electronic communications from CRICKET MERCHANT. You agree that any notice, agreement, disclosure or other communication that CRICKET MERCHANT sends you electronically will satisfy any legal communication requirements, including that such communications be in writing.

22. SEVERANCE

If any provision in this Agreement is invalid or unenforceable under applicable law, the remaining provisions will continue in full force and effect, and the invalid unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision.

23. GOVERNING LAW

Contracts and your use of this Website shall be governed by and construed in accordance with the laws of the state of Illinois, U.S.A, without regard to choice of law provisions, and not by the 1980 U.N. Convention on contracts for the international sale of goods. The parties submit to the non-exclusive jurisdiction of the courts of Illinois and any courts, which may hear appeals from these courts. Any cause of action or claim you may have with respect to the Website (including but not limited to the purchase of CRICKET MERCHANT products) must be commenced within one (1) year after the claim or cause of action arises.

24. TO RETURN TO THE WEBSITE

To return to the Website, click where indicated. By doing so, you acknowledge that you have read, understood and accepted the above Terms and Conditions.