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## Master Terms & Conditions

These Master Terms & Conditions (“Agreement”) govern all transactions, sales, deliveries, pickups, roadside purchases, estimates, invoices, payments, and business dealings between Knockout Services, LLC, a Tennessee limited liability company, doing business as Knockout Firewood (“Company,” “Knockout,” “Seller”), and any customer, purchaser, end user, or business entity (“Customer,” “Buyer”). This Agreement is effective upon Customer’s first order, purchase, delivery request, estimate acceptance, invoice payment, roadside purchase, or any other engagement of Company services.

### 1. Definitions

1.1 “Company” refers to Knockout Services, LLC d/b/a Knockout Firewood.

1.2 “Customer” refers to any individual, entity, or representative placing an order with or making a purchase from the Company.

1.3 “Products” include all firewood bundles, loose firewood, kindling, cooking/smoking wood, palletized bundles, specialty cuts, and related materials.

1.4 “Roadside Stand” refers to the Company’s location where Products are made available for self-service or pickup by the Customer.

1.5 “Estimate” refers to any QuickBooks Online or electronically transmitted quote provided by Company to Customer for Products or services.

### 2. Scope of Services

#### 2.1 Products

Company manufactures and sells firewood, kindling, cooking/smoking wood, specialty cuts, pre-stacks, pallets, and related Products. Bundles and pallets are generally 60 per pallet, and this count is fixed and not subject to production, drying, or packing variances. Company is the manufacturer and seller of Products and is not responsible for use, storage, handling, or burning after delivery.

#### 2.2 USDA Certification

All Products are USDA-certified and meet regulatory standards for interstate transport and delivery into National and State Parks. Certification does not constitute a warranty beyond compliance with the regulatory standard.



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## 2.3 Delivery & Unloading

2.3.1 Delivery consists of dumping or placing Products at the designated location accessible by Company equipment. Company does not stack, move, or relocate Products unless separately contracted.

2.3.2 Customer warrants that all delivery surfaces are structurally capable of supporting heavy commercial vehicles.

Customer shall indemnify, defend, and hold harmless from and against claims by property owners, landlords, managers, or associations arising out of such deliveries, except to the extent caused by Company's gross negligence or intentional misconduct.

## 2.5.6 Third-Party Carriers and Independent Contractors

Company may utilize or coordinate with third-party carriers, transporters, or service providers. Any such third party shall be deemed an independent contractor and not an agent, employee, joint venturer, or partner of Company. Company does not control and shall not be responsible for the acts, omissions, negligence, delays, misconduct, or performance failures of any third party. Customer acknowledges and agrees that any claims arising from third-party performance shall be asserted solely against the third party and not against Company, to the fullest extent permitted by law.

## 2.6 Roadside Stand / Self-Service

2.6.1 Customer assumes all risks associated with entering or remaining on Company's Roadside Stand premises, including slips, trips, falls, or injuries.

2.6.2 Customer assumes all risk of debris, dirt, bark, or other residue entering vehicles or personal property during loading or self-service.

2.6.3 Company shall not be liable for, and Customer shall indemnify, defend, and hold Company harmless from and against, any personal injury, property damage, or loss Customer incurs as a result of its presence on Company's premises, except to the extent caused by Company's gross negligence or intentional misconduct.

## 2.7 Customer On-site Pickup and Loading

2.7.1 Customer acknowledges that all on-site pickups, including loose wood or pre-stacks, involve inherent risks, including but not limited to: damage to vehicles, pallets, bundle bags, straps, equipment, or personal injury.



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2.7.2 Pre-stacks may be placed in the back of standard truck beds by Company staff using Company equipment, including Bobcat forklifts. Customer acknowledges that positioning, spacing, and handling of pre-stacks may cause scratches, dents, or other damage to vehicles.

2.7.3 Company strongly recommends that Customer provide tarps, straps, or other securing materials to stabilize loose wood or pre-stacks during pickup and transport. Customer assumes full responsibility for securing Products and mitigating damage during transport.

2.7.4 Customer releases Company from and shall indemnify, defend, and hold Company and its employees, and agents harmless from and against any claims, damages, or liability arising from on-site pickup, assisted loading, or use of Company equipment in connection with vehicle loading, except to the extent caused by Company's gross negligence or willful misconduct.

2.7.5 Company makes no warranties or representations with respect to the condition, fit, or suitability of Customer vehicles for the transport of Products. Customer acknowledges that they are solely responsible for ensuring that vehicles are appropriate to transport the purchased Products safely.

2.7.6 For unscheduled or walk-up pickups, Customer acknowledges that Company may refuse service if it determines that operational or safety risks are present; provided, however, that Company shall have no obligation to determine whether operational or safety risks are present, and Company's rendering of service does not constitute a representation that such risks are not present.

## 2.8 Clearance & Safety Requirements

Loose wood deliveries require a minimum 30 feet vertical and horizontal clearance from the ground, free from limbs, roof lines, and power lines. Delivery will not occur if clearance is insufficient.

## 2.9 Fire & Smoke Advisory

2.9.1 Customer assumes all risks associated with allergies, smoke inhalation, sparks, fire hazards, fire spreading, and combustion of Products.

2.9.2 Customer shall indemnify, defend, and hold Company harmless from and against any injury, property damage, or loss arising out of the use of the Products after delivery.

## 2.10 Log Pick Up and Brush Hauling Services

### 2.10.1 Service Description



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Company may, at its sole discretion, offer log pickup and/or brush hauling services utilizing Company-owned vehicles and equipment, including but not limited to knuckleboom trucks (“Site Services”). Site Services are not firewood sales and are provided strictly as a job-specific service.

#### 2.10.2 Log Specifications

Customer acknowledges and agrees that log pickup is limited to logs that strictly meet the following specifications:

- (a) minimum length of six (6) feet and maximum length of eighteen (18) feet;
- (b) minimum diameter of ten (10) inches and maximum diameter of twenty-four (24) inches;
- (c) logs must be fully delimbed;
- (d) no root balls; and
- (e) no pine or pine-derived species.

Company reserves the absolute right to refuse pickup of any material that does not meet these specifications, in whole or in part, without liability.

#### 2.10.3 Brush Hauling

Acceptable material, volume, access, and site conditions shall be determined solely by Company prior to service. Brush hauling services may be provided for qualifying job sites as determined by Company.

#### 2.10.4 Site Conditions & Access

Customer warrants that all job sites, access points, roadways, surfaces, and staging areas at Customer’s property are safe, lawful, and capable of supporting heavy commercial vehicles and equipment. Customer is solely responsible for ensuring adequate access and clearance. Company shall have no obligation to perform Site Services where access is unsafe, restricted, or unsuitable; however, Company’s performance of Site Services does not constitute a representation or acceptance that such access is safe or suitable.

#### 2.10.5 Pricing & Charges

Pricing for Site Services is job-dependent and may vary based on material type, volume, site conditions, access, labor, equipment, and time required. Charges may be assessed, including mobilization, travel, minimum service, and equipment charges, whether or not materials are ultimately removed, if Company mobilizes to the job site. All fees are due in accordance with the Payment Terms of this Agreement.

#### 2.10.6 Risk Allocation & Assumption of Risk



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Customer acknowledges that Site Services involve inherent risks, including but not limited to property damage, surface damage, equipment interaction, and third-party presence. Customer knowingly and voluntarily assumes all risks associated with Site Services.

#### 2.10.7 Indemnification

Customer agrees to indemnify, defend, and hold harmless Company, its members, officers, employees, and agents from any and all claims, damages, losses, injuries, liabilities, costs, or expenses arising out of or related to Site Services, including but not limited to claims involving property damage, personal injury, or third-party allegations, except to the extent caused by Company's gross negligence or intentional misconduct. .

#### 2.10.8 No Warranties

Site Services are provided "as-is" and without warranty of any kind. Company makes no representations regarding site restoration, surface condition, or suitability of remaining materials.

2.10.9 Customer represents and warrants that all materials presented for pickup or hauling are lawful to transport and dispose of and do not include regulated, hazardous, prohibited, or contaminated materials. Customer shall be solely responsible for compliance with all applicable laws and shall indemnify, defend, and hold harmless Company from any claim, fine, penalty, or liability arising from Customer's materials, site conditions, or regulatory noncompliance.

#### 2.11 Conex Pod Rentals

##### 2.11.1 Rental Arrangement

Company may, at its discretion, rent portable storage containers, including but not limited to Conex pods ("Containers"), to Customers for temporary storage of Products or related materials. Containers remain the sole property of Company at all times.

##### 2.11.2 Placement & Access

Customer is responsible for providing a lawful, safe, and accessible placement location capable of supporting the Container and delivery equipment. Customer assumes all risk associated with placement, access, and use of the Container on Customer-controlled property.

##### 2.11.3 Use Restrictions

Containers may be used solely for storage of firewood or related materials approved by Company. Customer shall not modify, relocate, sublease, encumber, or permit unauthorized access to the Container, or use the Container for any purpose not permitted hereunder, without Company's prior written consent.

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#### 2.11.4 Risk of Loss & Damage

Customer assumes all risk of loss, theft, vandalism, damage, or misuse of the Container from the time of delivery until removal by Company. Customer agrees to reimburse Company for repair or replacement costs beyond ordinary wear and tear.

#### 2.11.5 Indemnification

Customer agrees to indemnify, defend, and hold harmless Company from any claims, damages, injuries, or losses arising from the presence, use, or condition of the Container, including claims by third parties.

#### 2.11.6 Fees & Termination

Rental fees, terms, and duration are job-dependent and may be invoiced separately or in connection with other services. Company may remove the Container at any time upon reasonable notice or immediately for safety, nonpayment, or misuse.

#### 2.11.7 No Warranties

Company hereby disclaims all warranties, whether express or implied, with respect to the Container.

### 3. Pricing, Payment, and Estimate Acceptance

3.1 Pricing may vary depending on Product, Customer type, quantity, location, or contractual terms.

3.2 Customer acknowledges that reviewing and accepting a QuickBooks Online Estimate constitutes legally binding acceptance of these Master T&Cs.

3.3 Payment terms, invoicing, and responsibilities follow Section 3 of the respective Retail or Wholesale T&C, which are incorporated herein by reference and deemed accepted upon acceptance of an Estimate, receipt of Products, or payment of any invoice.

3.4 Customer shall be responsible for all orders placed by Customer or by any person with actual or apparent authority to act on Customer's behalf, including employees, contractors, agents, guests, or representatives. If Products are delivered or services are performed at Customer's request, at Customer's premises, or to Customer's designated delivery location, such order shall be deemed authorized by Customer and binding, and Customer shall remain fully responsible for payment and performance under this Agreement.

3.5 Payment Identification & Application of Funds



3.5.1 Customer agrees that all payments must clearly and accurately reference the applicable invoice number(s).

3.5.2 Customer acknowledges and agrees:

- (a) Payments received without invoice references may be applied by Company at its sole discretion;
- (b) Company shall have no obligation to investigate, trace, reconcile, or correct misapplied or unidentified payments;
- (c) Company shall not be liable for any late fees, finance charges, service interruption, delivery suspension, account holds, or contractual default arising from Customer's failure to properly identify payments; and
- (d) Customer bears full responsibility for any consequences resulting from incorrect, incomplete, or missing payment references.

3.5.3 Customer expressly waives any claim arising from Company's discretionary application of unidentified or misidentified payments.

### 3.6 Authorized Use of Company Banking Information

3.6.1 Customer acknowledges that any bank account numbers, routing numbers, wire instructions, ACH credentials, or other payment information provided by Company ("Payment Instructions") are confidential financial credentials.

3.6.2 Customer agrees:

- (a) Payment Instructions may be used solely for the purpose of remitting payment on valid Company invoices;
- (b) Customer is strictly prohibited from using Payment Instructions for any other purpose, including but not limited to verification testing, account linking, third-party transfers, automated withdrawals, deposits unrelated to invoiced balances, or internal financial processing;
- (c) Customer shall not disclose Payment Instructions to any third party except Customer's financial institution strictly for invoice payment processing; and
- (d) Any unauthorized use, disclosure, testing, or misuse of Payment Instructions constitutes a material breach of this Agreement.

3.6.3 Customer agrees to indemnify and hold harmless Company from any losses, fees, damages, fraud, security incidents, or regulatory exposure arising from Customer's misuse or unauthorized disclosure of Payment Instructions.

## 4. Customer Representations & Warranties

All sales are final; no returns, refunds, or exchanges.



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## 5. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, COMPANY IS NOT LIABLE FOR INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF BUSINESS, PROFITS, REVENUE, OR REPUTATION, REGARDLESS OF CAUSE, EVEN IF COMPANY IS ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL COMPANY BE LIABLE TO CUSTOMER FOR ANY AMOUNT IN EXCESS OF THE FEES PAID BY CUSTOMER TO COMPANY FOR THE SPECIFIC ORDER GIVING RISE TO THE CLAIM. THE PROVISIONS IN THE SECTION ALLOCATE THE RISKS BETWEEN COMPANY AND CUSTOMER. COMPANY'S PRICING REFLECTS THIS ALLOCATION OF RISK. BUT FOR THIS ALLOCATION AND LIMITATION OF LIABILITY, COMPANY WOULD NOT HAVE AGREED TO PROVIDE PRODUCTS OR SERVICES FOR CUSTOMER.

## 6. Intellectual Property

All Materials, trademarks, service marks, logos, and designs remain Company property.

## 7. Severability.

Invalid provisions do not affect the remainder of the Agreement.

## 8. Waiver of Jury Trial

To the fullest extent permitted by law, each party irrevocably waives any right to a trial by jury in any action, proceeding, or counterclaim arising out of or relating to these Terms & Conditions or products or services provided by Company.

## 9. Governing Law & Venue

These Terms & Conditions shall be governed and construed in accordance with the laws of the State of Tennessee. Exclusive venue for any action arising under or related to these Terms shall be in the courts of Sevier County, Tennessee, or the United States District Court for the Eastern District of Tennessee.

## 10. Modification of Terms

Company may update Terms by posting to website. Continued use constitutes acceptance.

## 11. Force Majeure

Company not liable for delays or failures caused by acts of God, natural disasters, strikes, or other causes beyond Company's reasonable control.



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## **12. USDA Certification Disclaimer**

Products certified for interstate travel and delivery into National/State Parks. Except as specifically provided herein, Company disclaims any and all warranties, whether express or implied, with respect to the Products.

## **13. Electronic Execution & Communication Consent**

Acceptance of Estimates, orders, or acknowledgment of T&C constitutes legally binding electronic signature. Customer consents to communications via email, SMS, or phone; opt-out via STOP; message/data rates may apply.

## **14. Limitation of Actions**

Claims must be filed within one (1) year of cause accrual; otherwise permanently barred.

## **15. Entire Agreement**

This Agreement and any other documents signed by both parties in connection herewith constitute the entire agreement between the parties regarding its subject matter and supersede all prior or contemporaneous oral or written agreements, representations, negotiations, understandings, or communications. Customer acknowledges that it has not relied upon any statement, representation, or promise not expressly set forth herein. This Agreement may be modified only in writing signed by both parties.

## **16. Community Outreach / Warm Hearts Initiative**

### **16.1 Warm Hearts Initiative**

("Initiative") is a voluntary community outreach program operated solely by Knockout Firewood. The Initiative is not a charity, nonprofit organization, public benefit corporation, or tax-exempt entity, and no contribution made in connection with the Initiative constitutes a charitable donation or is tax-deductible.

16.2 Participation in the Initiative is entirely voluntary. Customers may elect to support the Initiative by rounding up their purchase total, making a separate monetary contribution through designated payment channels, or donating a portion of their purchased Products. All contributions are discretionary and are not consideration for goods or services.

16.3 Contributions to the Initiative do not create any fiduciary relationship, agency relationship, partnership, trust, or obligation between Company and any contributor or recipient. Company makes no representation or guarantee regarding how, when, or to whom any contributed funds or Products will be allocated, distributed, or used.



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16.4 Company does not deliver Products directly to recipients under the Initiative. Distribution is facilitated through third-party organizations, volunteers, or self-pickup arrangements. Company does not control, supervise, or assume responsibility for the actions, screening, vetting, decisions, or conduct of any third-party organization, volunteer, transporter, or recipient.

16.5 Company shall have no liability for injury, loss, damage, misuse, resale, storage, transportation, or handling of Products distributed under the Initiative. All Products are provided “as-is” without warranty, and recipients assume all risk associated with use, handling, and transport.

16.6 Contributions made to the Initiative are non-refundable and may be commingled with Company funds. Company reserves the unrestricted right to modify, suspend, terminate, or discontinue the Initiative at any time without notice and without obligation to allocate remaining contributions in any specific manner.

16.7 The Initiative is not marketed to the general public as a source of free Products. Individuals seeking assistance are directed to partner organizations for evaluation and referral. Company retains sole discretion over participation, eligibility, and distribution decisions.

16.8 The Company does not guarantee distribution, timing, or fulfillment of any contributed funds or donated products.

16.9 Warm Hearts Initiative is a voluntary internal corporate outreach activity with no public law obligations, no donor rights, no fiduciary duties, no tax implications, and no third-party liability.

### **17. Attorneys’ Fees**

In the event Company hires an attorney to collect any payment due from Customer, Customer shall reimburse Company for all reasonable attorneys’ fees and costs incurred in such collection efforts.



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