



Terms & Conditions

By accessing or utilizing the website located at <https://knockoutwaterdelivery.com/> (the "Site"), or by engaging in the purchase of our services, you (the "User") acknowledge and agree to be bound by the terms and conditions set forth herein (the "Terms"). It is your responsibility to review these Terms thoroughly. Should you disagree with any part of these Terms, you are prohibited from using the Site or procuring our services.

These Terms and Conditions shall apply to all orders for firewood by and between Knockout Firewood ("Knockout") and the customer placing the order in connection with which these Terms and Conditions are accepted (the "Customer").

Integration of Terms and Conditions:

These Terms and Conditions shall be deemed to be a part of each order for firewood delivery or any related products or services as if they were restated fully therein. Any variation of these Terms and Conditions and any additional or different terms or conditions on any document submitted by the Customer are expressly rejected.

Payments:

Customer shall pay, in U.S. Dollars, all amounts owed with respect to each order to Knockout at 3152 Parkway, STE 13-322, Pigeon Forge, TN 37863, or such other place as Knockout may designate.

Amounts owed hereunder for services may include the following:

- >Cost of firewood;
- >Delivery fee of up to \$3.00 per loaded mile;
- >\$200.00 equipment fee if Knockout hauls equipment necessary for unloading pallets;
- >\$100.00 return load/cancellation fee if Knockout is unable to complete its delivery due to no fault of Knockout (e.g., customer cancelled or customer not equipped to receive delivery); and
- >Processing fee of up to 3.5% of the amount due if payment is made by credit card.
- >Processing fee of up to 1% of the amount due if payment is made by ACH/Direct Debit.
- >\$100.00 cancellation fee if order is cancelled by customer within 24 hours of requested delivery date*
- >\$150.00 rush fee if an order is requested to be delivered within a 7-day period of placing the order.



All payments are due upon receipt.

If an invoice is not paid within seven (7) days after the due date, a late fee of up to ten percent (10%) will be added on the eighth (8th) day after the due date and every fifteenth (15th) day thereafter until the invoice (including all accrued late fees) is paid in full.

Notwithstanding the foregoing, the late fee shall not exceed any limits imposed by applicable law.

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

Authorization for Payment:

The customer hereby grants Knockout Firewood the authorization to initiate debits from the bank account or charge the credit card for the outstanding balance on the invoice(s). The customer has previously provided the credit card or ACH information to a representative of Knockout Firewood over the phone. The balance indicated on each invoice will be charged to the account, and a receipt for each payment will be provided. The customer understands that there will be no prior notification unless there are changes in the payment's date or amount. In such cases, Knockout Firewood will provide notice at least two (2) days before collecting the payment. This authorization solely pertains to the balance indicated on the invoice(s) and does not extend to any additional unrelated debits or credits to the account. The customer confirms that there will be no dispute of any charges associated with the successful completion of the order.

Cancellation:

Knockout may cancel an order or delivery at any time and shall have no liability to Customer therefor. Customer may cancel an order or delivery within two (2) hours after placing the order, but will incur a fee as stated above if an order is canceled outside that window.

Timing of Deliveries:

Knockout fulfills Customers' orders on a first-come, first-served basis. Delivery dates or times are not guaranteed.

Knockout's delivery may be delayed or rendered impossible by an act of God or any public authority; act of neglect of the Customer; fire; flood or other inclement weather; unavailability of labor, materials, equipment, or transportation; or any other cause beyond Knockout's reasonable control; and Knockout shall have no liability to Customer in the event of such delay or impossibility.



Knockout Warranties:

Knockout warrants that all firewood it produces has been heat-treated; that Knockout meets Tennessee State and USDA standards for heat-treated firewood; and holds a valid certificate with respect to such standards.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, KNOCKOUT MAKES NO WARRANTY WITH RESPECT TO THE PRODUCTS OR SERVICES AND EXPRESSLY DISCLAIMS ALL WARRANTIES, CONDITIONS, OR OTHER TERMS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION, WARRANTIES REGARDING MOISTURE CONTENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DESIGN, CONDITION, CAPACITY, PERFORMANCE, TITLE AND NON-INFRINGEMENT.

Customer Responsibilities:

Customer is responsible for the following:

Submitting accurate information to Knockout and ensuring that its account information (including, but not limited to, delivery, billing, and tax information) is kept up to date with Knockout.

Coordinating among the property owner, property manager, maintenance team, or guest at the property to which Customer requests delivery. For avoidance of confusion and to provide more efficient service, Knockout will deal only with Customer as the one (1) representative for such property.

Self-Serve Firewood Bundle Stand

****Self-Serve Firewood Bundle Stand Purchases****

Location and Accessibility

-The Self-serve Firewood Bundle Stand ("Stand") is operational at the address of 3264 Wears Valley Road, Sevierville, TN 37862. Access to the Stand is permitted during designated operational hours as delineated by Knockout.

Product Description

-The Stand offers kiln-dried and certified firewood bundles priced at \$6 per bundle and kindling priced at \$8 per bag. Additional products may be offered from time to time at Knockout's discretion. All products are to be considered sold "as-is", and the Knockout makes no warranties, express or implied, regarding the suitability of the products for any specific purpose.



Payment Terms

- Acceptable forms of payment include cash, Venmo, and credit card. Knockout reserves the right to amend accepted payment methods without prior notice. Customers utilizing credit card payments acknowledge the potential for processing fees, which may apply at Knockout's discretion.

Limitation of Liability

- Customers who engage in transactions at the Stand do so at their own risk. Knockout shall not be liable for any direct, indirect, incidental, or consequential damages arising from the purchase or use of products obtained from the Stand.

Acknowledgment of Terms

-By purchasing products from the Stand, customers affirm that they have read, understood, and agreed to abide by all existing Terms and Conditions. Failure to comply with said Terms may result in the revocation of purchasing privileges at the Stand.

Governing Law

-These provisions shall be governed and construed in accordance with the laws of the State of Tennessee. Any disputes arising under or in connection with these terms shall be resolved within the competent jurisdiction of the state and federal courts located in Sevier County, Tennessee.

This Addendum is effective as of the date of your first purchase at the Self-Serve Firewood Bundle Stand and may be updated from time to time at the discretion of Knockout.

By engaging in transactions at the Stand, you consent to the terms outlined herein.

Maintaining inventory of firewood and placing orders for delivery.

-Stacking and/or storing delivered firewood.

Knockout recommends that firewood be stored in a dry, ventilated area. Customer acknowledges that bulk firewood and ricks are dumped from the bed of a truck and that bundles are palletized, 60 to a pallet, unless otherwise specified and agreed between Customer and Knockout. Once bulk firewood and ricks are dumped and/or pallets are unloaded, Knockout is not responsible for relocating or stacking any wood. Knockout shall have no liability for any damage or injury caused by the unloading or relocation of firewood, except to the extent caused by Knockout's gross negligence or willful misconduct.

All products once Knockout has vacated the delivery location (including, without limitation, theft of firewood bundles, bulk/rick(s) firewood)



Returning any property of Knockout (including, without limitation, pallets, baskets, containers, bins, and Conex boxes) to Knockout in the same condition as when it was delivered to Customer, reasonable wear and tear excepted. In the event Knockout's property is lost, stolen, or damaged, Customer agrees to reimburse Knockout for the property at cost. All property delivered in connection with the firewood, other than the firewood itself, shall remain the property of Knockout unless otherwise specified and agreed to between Customer and Knockout.

Customer acknowledges that bundle bags can deteriorate when left in the elements.

In the event customer rents a storage container from Knockout, a rental agreement will be renewed annually with Knockout.

Confidentiality:

Knockout will keep information concerning a Customer's account confidential except (i) as authorized by the Customer; (ii) as necessary for Knockout to enforce its rights hereunder; or (iii) as may be required by applicable law or court order.

Captions:

Captions are used in this Agreement for convenience only and are not intended to be used in the construction or interpretation of this Agreement.

No Waiver:

Any waiver by Knockout of any breach of any provision of these Terms and Conditions shall not be construed as a waiver of any other provision or of any continuing or succeeding breach of such provision.

Binding Effect:

The provisions of this agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legatees, personal representatives, successors, and assigns.

Assignment:

Customer may not assign any right or duty arising under these Terms and Conditions or any order in whole or in part, without Knockout's prior written consent.

Governing Law:

These Terms and Conditions and all orders shall be governed in all respects by the internal laws of the State of Tennessee. Any legal action in connection with these Terms and Conditions or any order shall be filed in a court of competent jurisdiction in Sevier County, Tennessee, or in



the United States District Court for the Eastern District of Tennessee in Knoxville, Tennessee. Customer hereby submits to the jurisdiction of such courts for such purpose and agrees not to assert any defense or claim that such courts constitute an inconvenient or inappropriate forum. EACH PARTY HEREBY WAIVES TRIAL BY JURY IN ANY ACTION ARISING UNDER THIS AGREEMENT.

Limitation of Actions Against Knockout:

ANY LEGAL ACTION, CLAIM, OR DEMAND BY CUSTOMER ARISING OUT OF THESE TERMS AND CONDITIONS OR ANY ORDER SHALL BE BARRED IF NOT FILED WITHIN ONE (1) YEAR FROM THE DATE OF THE ACCRUAL OF SUCH CAUSE OF ACTION.

Limitation of Knockout's Liability:

TO THE EXTENT PERMITTED BY APPLICABLE LAW, KNOCKOUT WILL NOT BE RESPONSIBLE TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOST PROFITS OR LOSS OF USE, REGARDLESS OF FAULT OR CAUSE, EVEN IF KNOCKOUT IS ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL KNOCKOUT BE LIABLE TO CUSTOMER FOR ANY AMOUNT IN EXCESS OF THE FEES PAID BY CUSTOMER TO KNOCKOUT FOR ANY PARTICULAR ORDER. THE PROVISIONS OF THIS SECTION ALLOCATE THE RISKS BETWEEN KNOCKOUT AND CUSTOMER. KNOCKOUT'S PRICING REFLECTS THIS ALLOCATION OF RISK. BUT FOR THIS ALLOCATION AND LIMITATION OF LIABILITY, KNOCKOUT WOULD NOT HAVE AGREED TO PERFORM SERVICES FOR CUSTOMER.

Severability:

If any provision hereof shall be declared unenforceable, invalid, or void for any reason, such provision shall be automatically voided and shall not be part of these Terms and Conditions, and the enforceability or validity of the remaining provisions shall not be affected thereby.

Electronic Execution:

These Terms and Conditions may be executed in counterparts if executed by manual signature. However, these Terms and Conditions are designed to be executed electronically by Customer's indicating acceptance with a checked box or other "click-wrap" arrangement upon Customer's placing an order for services; and any such electronic execution shall have the same force and effect as Customer's manual, original signature.

SMS Terms & Conditions

By providing the mobile phone number to Knockout Firewood, the customer agrees to receive text messages regarding the status of any order placed. Message and data rates from the



wireless carrier may apply and will be the sole responsibility of the customer. The customer can text STOP to opt out of text messaging (an additional confirmation text may be received).

1. ****SMS Consent Communication:**** The information (including but not limited to phone numbers) collected during the SMS consent process shall remain confidential and will not be disseminated to third parties for any marketing purposes without express consent.

2. ****Types of SMS Communications:**** Upon granting consent to receive text messages from Knockout Firewood, you may receive SMS communications pertaining to the following, which include but are not limited to: Delivery reminders, Follow-up messages, Billing inquiries, Promotions, or offers

Example: "Hello, this is a reminder of your upcoming delivery with Knockout Firewood on [Date] at [Time]. Reply STOP to withdraw your consent to SMS communications at any time."

3. ****Message Frequency:**** The frequency of SMS messages may fluctuate based on the category of the communication. For instance, you may receive up to 10 SMS messages per week concerning delivery/billing, etc.

Example: "Message frequency may vary. You may receive up to 10 SMS messages weekly regarding your delivery or account status."

4. ****Potential Fees for SMS Messaging:**** Please be advised that standard message and data rates may be imposed, contingent upon the pricing plans set forth by your cellular carrier. These charges might differ for messages sent within domestic boundaries as opposed to international communications.

5. ****Opt-In Method:**** Consent to receive SMS communications from Knockout Firewood may be established via the following methods: - Verbally, during a conversation - By submitting an online form - By completing a physical form

6. ****Opt-Out Method:**** You may elect to withdraw your consent to receive SMS communications at any time by replying "STOP" to any SMS message received. Alternatively, you may contact us directly at 865.214.7075 to request removal from the SMS distribution list.

7. ****Help:**** Should you encounter any issues, please reply with the keyword "HELP." Assistance may also be obtained directly from us by calling 865.214.7075.

****Additional Options:**** If you do not wish to receive SMS communications, you may leave the SMS consent checkbox unchecked on any relevant forms.



8. ****Standard Messaging Disclosures:**** - Message and data rates may be incurred. - You may opt out at any time by sending a text with the word "STOP."

- For assistance, please text "HELP" or refer to our Privacy Policy and Terms and Conditions page. - Message frequency may vary.

For further inquiries, please contact us at 865.214.7075.

Release of Liability Waiver

By participating in activities involving the use of Knockout Firewood's kiln-dried firewood products, the customer acknowledges and agrees for themselves and (if applicable) for the members of their family and party as follows:

1. The customer understands and acknowledges that using kiln-dried firewood products involves certain inherent risks, including but not limited to the risk of personal injury resulting from splinters or related incidents.
2. The customer voluntarily assumes all risks associated with the use of Knockout Firewood's kiln-dried firewood products, including the risk of personal injury and property damage.
3. The customer releases, waives, discharges, and covenants not to sue Knockout Firewood, its officers, employees, agents, and representatives from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, damage, or injury, including personal injury, that may be sustained by the customer or any property belonging to the customer, whether caused by the negligence of Knockout Firewood or otherwise.
4. The customer understands and agrees that this release of liability waiver shall be binding on their heirs, executors, administrators, and assigns.
5. The customer certifies that they have carefully read this release of liability waiver and fully understand its contents. The customer is aware that by signing this document, they are waiving certain legal rights, including the right to sue Knockout Firewood.

Returns & Refunds

Returns:

Due to the nature of the product, you have a 12-hour window from the date of receipt to return the unused, unweathered product in its original packaging. Please note that leaving the product outside uncovered voids the request for a return, exchange, or refund. A valid receipt or proof of purchase is required for all returns.



Refunds:

Upon inspection of the returned product, we will promptly notify you of the status of your refund. If approved, the refund will be initiated to your original method of payment. Please note that only the price of the product will be refunded. The timeline for receiving the credit is subject to your card issuer's policies.

Exchanges:

Please be advised that we are unable to accept exchanges for firewood products.

Delivery/Shipping:

Delivery/shipping costs are non-refundable.

Contact Us: If you have any inquiries regarding the return process, please do not hesitate to contact us at contact@knockoutservices.info.

The terms of this Return & Refund Policy are non-negotiable.

Disclaimer

Medical:

In the event of a splinter or other injuries from our kiln-dried firewood, it is imperative to seek immediate medical attention. Splinters can cause injuries and potential infections if not promptly addressed. Appropriate gloves are encouraged when handling firewood. Knockout Firewood disclaims any liability for injuries resulting from splinters or related incidents. We strongly encourage the cautious handling of our firewood products to prevent any mishaps.

Website:

The information contained in this website is for general information purposes. Knockout Firewood provides the information, and while we endeavor to keep the information up to date and correct, we make no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability, or availability with respect to the website or the information, products, services, or related graphics contained on the website for any purpose. Any reliance on such information is, therefore, strictly at your own risk. In no event will we be liable for any loss or damage, including, without limitation, indirect or consequential loss or damage, or any loss or damage arising from loss of data or profits arising out of, or in connection with, the use of this website.

Through this website, you can link to other websites that are not under the control of Knockout Firewood. We have no control over the nature, content, and availability of those sites. The



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The visual representations of products on our website may differ from the actual products. We have made diligent efforts to accurately portray the products through images. However, we do not guarantee that the images displayed will perfectly align with the actual products received.

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