



Terms and 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 water delivery by and between Knockout Water Delivery, "Knockout", and the customer placing the order, in connection with which these Terms and Conditions are accepted by the "Customer, you".

Integration of Terms and Conditions:

These Terms and Conditions shall be deemed to be a part of each order for water 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.

No Representations or Warranties:

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

Payments:

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

Knockout hereby stipulates and confirms that all monetary transactions and payments from the Customer shall be accepted exclusively via credit card or Electronic Funds Transfer (EFT) originating from the Customer's designated checking account. No other methods of payment shall be deemed valid or accepted under this arrangement.



Amounts owed hereunder for services may include the following:

Per-load charge for water delivered (*note that this is a per-load and not per-gallon charge*);

- ⇒ \$50.00 well location fee (e.g., if the order is to fill the well and the Customer does not know where the well head is located);
 - ⇒ \$200.00 or 20% of the original estimate (*whichever is greater*) cancellation fee - if Customer cancels an order outside the cancellation window described below;
 - ⇒ \$50.00 reconnection fee if the delivery requires Knockout to disconnect its hose from the truck tank and relocate the truck to fulfill an order (e.g., if a holding tank and well are in two separate locations and the Customer wants both filled);
 - ⇒ \$150.00 after-hours fee if delivery is required after 6:00 PM or before 8:00 AM;
 - ⇒ \$150.00 holiday fee if delivery is required on any holiday as declared by the United States, the State of Tennessee, or Sevier County, Tennessee;
 - ⇒ \$200.00 return load fee in the event Knockout is unable to complete its delivery after arriving at Customer's location due to no fault of Knockout (e.g., Customer does not know where the well head is located or does not have a key for any lock cap on the well head);
 - ⇒ \$175.00 hourly rate for any time that Knockout is required to spend on-site outside of the actual water delivery (e.g., waiting for Customer or if Customer requests additional services, such as turning on breakers or pumps, outside of water delivery);
 - ⇒ \$50.00 fee if the outside temperature is under 32°F at the time of delivery; and
 - ⇒ \$2.00 per loaded mile delivery charge;
- 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 Electronic Funds Transfer (EFT).

All payments are due upon receipt of the invoice.

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 thirty (30th) 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 Water Delivery 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 EFT information to a representative of Knockout Water Delivery 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 Water Delivery will provide a final invoice 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.

-On any public holiday as designated by the federal government of the United States, the State of Tennessee, or Sevier County, Tennessee, the customer shall have the right to cancel any order. Nonetheless, it is hereby stipulated that the customer shall be liable for the total sum of the order placed at the time of the order's submission, irrespective of such cancellation.

Timing of Deliveries:

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

Same-day delivery is contingent upon availability, the geographical location of the job site, and the quantity of gallons requested. It is hereby noted that Same Day Delivery is not guaranteed and is subject to the aforementioned conditions.

Normal delivery hours are 8:00 AM to 6:00 PM. If Customer requires delivery outside of those hours, Knockout will fulfill Customer's request if possible, but Customer will incur an after-hours fee as described above.

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.

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.

In the event that any order requires delivery inside any structure on the property, ensure that Customer has executed Knockout's standard Release of Liability Waiver for such property.

Estimates:

The estimates rendered by Knockout are intended exclusively for the informational purposes of the end user and shall not be utilized or relied upon by any contractor or other third party for markup or any form of gain by such contractor or third party. Any unauthorized use of the estimates shall result in their invalidation. Acceptance of the estimate is a prerequisite for delivery. By accepting the estimate, the customer explicitly consents to all stipulated terms and conditions, as well as the privacy policy.

SMS Terms & Conditions

By providing the mobile phone number to Knockout Water Delivery, 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 Water Delivery, 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 Water Delivery 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 Water Delivery 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 865.214.7053 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 865.214.7053.

****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 pages. - Message frequency may vary.

For further inquiries, please contact us at 865.214.7053.

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 THE 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, "Approve" 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.

RELEASE, WAIVER, AND INDEMNITY AGREEMENT

I have requested Knockout Services, LLC, d/b/a Knockout Water Delivery ("Knockout"), to deliver potable water to my residence or to a residence at which I am contracted at * * * * (the "Residence"). I have further requested that Knockout run hoses through the Residence for the purpose of delivering water to a storage tank that is not accessible from outside the Residence. The delivery of water and running hoses through the Residence to accomplish such delivery are collectively referred to herein as the "Services." I understand that Knockout would not provide the Services to me without my execution of this Release, Waiver, and Indemnity Agreement (this "Release"), and I acknowledge that I am executing this Release in consideration of the Services being made available to me by way of accepting the Estimate. I hereby release, waive, discharge, and covenant not to sue Knockout and its owners, officers, employees, and agents (collectively, the "Released Parties"), from all liability to myself and my personal representatives, successors, assigns, and heirs, for any and all claims, demands, losses, causes of action, costs, or damages related to injury, including injury resulting in death, or property damage arising out of or in any way related to the Services, whether caused by the negligence of the Released Parties or by any other cause whatsoever. I understand that the hoses referenced herein may present a tripping hazard or other



hazards for persons inside the Residence and may cause damage to the Residence, including, without limitation, water damage in the event of the failure of any of the hoses or dirt or other contaminants brought into the Residence on the hoses. I take full responsibility for these and other risks associated with the Services. I acknowledge and agree that this Release extends to all acts of negligence by the Released Parties and is intended to be as broad and inclusive as is permitted by the laws of the state of Tennessee. If any portion hereof is held invalid, the remainder hereof shall continue in full force and effect. I agree that if I, anyone on my behalf, or any third party who is a resident, owner, guest, invitee, or user of the Residence makes a claim against the Released Parties, or any of them, arising out of the Services, I will indemnify and hold the Released Parties harmless from and against any settlement, judgment, litigation expenses, attorneys' fees, loss, liability, damage, or costs they may incur due to such claim, whether the claim is based on the negligence of the Released Parties or otherwise. I represent and warrant to Knockout that I am at least 18 years old, that I am the owner or contractor of the Residence, and that I have full authority to enter into this Release. This Release shall be governed by the laws of the State of Tennessee.

I HAVE READ THIS RELEASE, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS THAT I MIGHT OTHERWISE HAVE BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME. I INTEND FOR MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Returns & Refunds

All sales are final.

Returns:

Due to the unique nature of Knockout Water Delivery's product and service, Knockout is unable to accept returns. Once the product leaves Knockout's facility, it cannot be returned. This policy is in place to uphold the health and safety of all those Knockout serves.

Refunds:

Due to the specialized nature of Knockout's product and service, refunds cannot be issued. The customer is responsible for accurately assessing the required amount of water for their properties. Refunds will not be granted due to a lack of knowledge or misjudgment of property needs.

Exchanges:



Regrettably, exchanges are not feasible, given the unique characteristics of Knockout's product and service.

Knockout strives to ensure customer satisfaction and will promptly and fairly address any issues regarding Knockout's products. The customer is requested to contact Knockout immediately with any concerns about Knockout's products or services.

Disclaimer

The information provided on the Knockout Water Delivery website (knockoutwaterdelivery.com) is intended for general informational purposes only and is presented with the utmost care. Knockout strives to ensure the accuracy and currency of the information, but makes no representations or warranties, whether express or implied, about the completeness, accuracy, reliability, suitability, or availability of the information, products, services, or related graphics contained on the website for any purpose.

Any reliance the customer places on such information is at the customer's own discretion and risk.

Knockout Water Delivery cannot be held liable for any loss or damage, including but not limited to indirect or consequential loss or damage, arising from the use of this website or any information found within it. This includes, but is not limited to, loss of data or profits.

Please note that while Knockout endeavors to provide links to other websites, it does not have control over the nature, content, and availability of those external sites. The inclusion of any links does not imply endorsement or recommendation of the views expressed within them. Knockout takes every possible measure to maintain the smooth operation of its website. However, it does not assume responsibility or liability for the website being temporarily unavailable due to technical issues beyond its control.

By using this website, the customer agrees to the following terms of use:

1. The content of the pages is intended for general information and use.
2. This website uses cookies to monitor browsing preferences.

Should the customer permit the use of cookies, certain personal information may be stored for use by third parties.

3. Neither Knockout Water Delivery nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness, or suitability of the information and materials found or offered on this website for any specific purpose. The customer acknowledges that such information and materials may contain inaccuracies or errors, and Knockout expressly excludes liability for any such inaccuracies or errors to the fullest extent permitted by law.



4. The customer's use of any information or materials on this website is at the customer's own risk, and it is the customer's responsibility to ensure that any products, services or information meet the customer's specific requirements.

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Periodically, this website may contain links to other websites for additional information. These links are offered for the customer's convenience, and Knockout is not responsible for the content of the linked website(s).

The customer's use of this website and any dispute arising from such use are subject to the laws of the United States of America.

If the customer has any inquiries regarding Knockout's website disclaimer, please contact Knockout at contact@knockoutservices.info.