

TERMS OF USE OF MAGIC MARBLE PAINT

PEACHTREE GLOBAL, INC. – DISTRIBUTOR

Acceptance of Terms

By purchasing Magic Marble Paint (“MMP”), you agree to accept the terms of Peachtree Global, Inc. (“PGI”), distributor of MMP. PGI reserves the right to refuse to sell MMP. If you refuse to accept the terms of PGI, as established herein and as established on the websites www.magicmarble.com and www.peachtreeglobal.com, please return all MMP for a full refund if you have received MMP. By accepting these terms, you represent that you will abide by all the terms found herein and on both websites discussed above. PGI is relying on your representations by allowing you to purchase MMP.

Proper Use

MMP SHALL NOT BE USED ON ANY PART OF THE HUMAN BODY FOR ANY PURPOSE! MMP IS NOT A BODY PAINT!

MMP is intended to be used on craft projects and non-living items only. You shall test all MMP on scrap items before use. MMP must be used in a well ventilated environment. Proper attire and safety is required, including the use of respirators, eye protection, and chemical resistant gloves.

Disclaimer of Warranties

To the extent allowed under permissible law, PGI does not warrant MMP.

Limitation of Liabilities

To the extent allowed under permissible law, the purchaser waives any and all rights, claims and causes of action he, she, or it may have or claim to have against PGI that may arise from the use of MMP.

Indemnification

The purchaser agrees to indemnify, defend, and hold harmless PGI and PGI representatives from and against all losses, expenses, damages, costs (including attorney fees), and lawsuits resulting the use of MMP inconsistent with the Terms of Use.

Severability

If any provision of this Terms of Use is held illegal or unenforceable in a judicial proceeding, such provision shall be severed and shall be inoperative, and the remainder of this Terms of Use shall remain operative and binding on the all parties involved, include PGI and the purchaser.

Jurisdiction

The Terms of Use and all matters pertaining to MMP or arising from the purchase of MMP shall be controlled by Georgia law. The local Georgia state court serving Fayetteville, Georgia, shall retain **exclusive jurisdiction** on all actions, lawsuits, claims, or disputes against PGI arising out of MMP, the purchase of MMP, or the use of MMP.

Entire Agreement

This Terms of Use is to be read in conjunction with any terms of use, disclaimers, and warranties as represented on the websites mentioned above. **These terms are subject to change.**