



## **Rent and Buy Program (R&B)- General Terms and Conditions (GTC)**

### **§ 1 General**

- a) The "renter" is a customer of WaterRower, Inc. ("WaterRower"), a Rhode Island corporation with the following address: 560 Metacom Avenue, Warren, Rhode Island 02885.
- b) WaterRower shall rent out and the renter shall lease a WaterRower, Inc. rowing machine (the "Equipment") based on the terms and conditions set forth below.

### **§ 2 Ownership of the rowing machine and location**

- a) All Equipment leased to the renter shall at all time remain the property of WaterRower. The renter may not remove labels, serial numbers or other labels or stickers affixed to the Equipment. At no time shall renter sell or assign the WaterRower to any person.
- b) Unless WaterRower provides the renter with prior written permission, the renter may not use the Equipment for commercial purposes.
- c) The Equipment shall remain at the rental address specified in the rental contract during the rental period which shall be a personal residence. The renter shall inform WaterRower prior to any change of address.

### **§ 3 Payment conditions**

- a) The prices listed on the website ( [www.waterrower.com](http://www.waterrower.com) ) and the prices specified in the rental contract are valid for a maximum period of 12 months. At the expiration of each 12 month period, WaterRower has the right (in its sole discretion) to increase the rental fee. In the event of a rental fee increase, the renter will be informed in writing of the fee increase one month in advance.
- b) All rental fees shall be paid once a month in advance until the Equipment is returned or purchased. WaterRower has the right to charge 2% interest per month on any overdue rental fee amount. The renter authorizes WaterRower to charge the monthly rental fee- deposit, late fees and all administrative fees by debiting the renter's bank account specified in the rental contract.
- c) In the event that the renter fails to return the Equipment at the termination or expiration of the rental period or in the event that the returned Equipment is damaged, WaterRower reserves the right to debit the full amount of damages from the renter's bank account (after applying the renter's deposit to amounts due to WaterRower).
- d) Upon the occurrence of an event of default (as set forth below in §8), WaterRower has the right to terminate the rental contract in writing on 7 days notice and to take action that will lead to the recovery of the Equipment. The renter agrees to provide immediate access to the Equipment for retrieval. The renter shall be responsible for all expenses, including legal fees, which may result from the termination of the rental contract and the return of the Equipment.

#### **§ 4 Deposit**

WaterRower requires a deposit per piece of Equipment upon execution of the rental agreement. WaterRower shall hold this deposit (in a non-interest bearing account) until the end of the rental period and shall refund it to the renter after the Equipment has been returned, subject to any deduction for damages incurred to the Equipment or other amounts due.

#### **§ 5 Warranty; Repairs**

The renter shall bear all repair costs for any damages (excluding those arising from normal use and wear and tear) to the Equipment that occurred during the term of the rental contract or in the packing for return delivery which are beyond the scope of the warranty. In addition, the renter shall bear the costs should the Equipment be damaged during return transport due to improper packing.

#### **§ 6 Use of Equipment; Malfunction of the WaterRower**

a) Renter agrees that the Equipment will at all times be used and operated under, and in compliance with the instruction material provided with the Equipment. Renter agrees to maintain the Equipment in good repair, condition, and working order.

b) The renter is required to immediately inform WaterRower (customer service) in the event that the Equipment is not functioning properly, is damaged or stolen. The renter may not perform any repairs on the Equipment without first receiving written confirmation from WaterRower. WaterRower shall not be responsible for repairs and/or costs associated therewith performed by third party service persons and/or the use of unauthorized replacement parts.

In the event of a malfunction of the Equipment (such that it is not possible to row on the Equipment), upon notification by renter, WaterRower shall replace or repair the Equipment as soon as possible and agrees to send in a timely manner, via regular mail, the replacement parts. WaterRower's repair policy applies so long as the Equipment has not been misappropriated or used for purposes for which it was not intended or developed.

c) During the term of this Agreement, renter shall bear the risk of any damage, loss, theft, or destruction of the Equipment, partial or complete, subject to the terms of this Agreement from whatsoever source arising.

#### **§ 7 Transfer of the rental contract by WaterRower**

WaterRower is entitled to transfer at any time the rental contract in whole or in part to a third party subject to written notification of the renter.

#### **§ 8 Defaults under the rental agreement**

Upon the occurrence of any of the following events, renter shall be in default hereunder and WaterRower shall have the rights and remedies set forth in Section §3(d) hereof:

a) If renter shall default in the payment of any amount due hereunder to be paid to WaterRower and such default shall continue for a period of three (3) business days following written notice from WaterRower;

b) If renter shall default in the observance or performance of any other covenant required to be observed or performed by renter hereunder, and such default shall continue for more than five (5) business days after written notice from WaterRower;

c) If renter shall become insolvent or bankrupt or shall make an assignment for the benefit of creditors or apply for or consent to the appointment of trustee or receiver of all or any part of its property;

d) If a trustee or receiver is appointed for renter or for its property and if renter contests such appointment and such appointment shall not be discharged within thirty (30) days;

e) If any proceeding for bankruptcy, reorganization, or other insolvency or liquidation proceedings or other proceeding for relief under any bankruptcy laws or similar lawful relief of debtors shall be instituted by or against renter provided, however, that if such proceedings are instituted against renter contests such proceedings, such proceedings shall remain in effect for thirty (30) days.

### **§ 9 Termination of the rental agreement**

a) Renter must provide written notification regarding termination to WaterRower 30 days prior to the end of this agreement. If the contract is not terminated by the renter, it will automatically be renewed on a month to month and thereafter can be terminated by the renter in writing. Termination shall be effective on the last day of the next full month following the written notice of termination.

b) Equipment must be received by WaterRower before the termination date of contract.

c) The Agreement shall be, at WaterRower's option, terminated upon the occurrence of any event of default as outlined in § 8

### **§ 10 Guidelines for equipment pick-up**

a) Renter must keep the box and packing materials for use in returning the Equipment. The renter must abide by WaterRower's packing instructions which are provided.

b) The renter must abide by the pick-up guidelines prescribed by WaterRower and the repacking instructions included in the original shipment box. All costs associated with the pick-up of the equipment, as set forth in the rental contract, are subject to change, but no more frequently than once every twelve months.

### **§ 11 Liability**

a) WaterRower is not in any way liable for any personal injuries or damages that occur during the term of the rental contract by renter or anyone else who uses the Equipment or come into contact with the Equipment during the rental period or at any time in the possession of the renter. The renter is advised to consult his or her doctor before using the Equipment.

By signing this Agreement, the renter agrees to carefully read all instructions regarding the use of the WaterRower and agrees to abide by such instructions.

## **§ 12 Other provisions**

a) Any amendments or modifications to the rental contract must be made in writing and signed by both parties. The provisions of this Agreement are severable, and in the event that any one (1) or more of its provisions are deemed illegal or unenforceable, the remaining provisions hereof shall remain in full force and effect.

## **§ 13 Jurisdiction**

This Agreement shall be governed by the law of the State of Rhode Island.

## **§ 14 Indemnification**

Renter shall indemnify, defend and hold WaterRower harmless from any and all liabilities (including reasonable attorney's fees) arising out of or related to any actions of renter, including, without limitation, in respect of the renting of the Equipment, renter's use thereof and renter's performance under the terms of this Agreement.