



General Terms and Conditions (GTC)

§ 1 General

- a) The “renter” is a customer of WaterRower, Leasing, LLC. (“WaterRower”), a Rhode Island limited liability company with the following address: 560 Metacom Avenue, Warren, Rhode Island 02885.
- b) WaterRower shall rent out and the renter shall lease a WaterRower, rowing machine manufactured by WaterRower, Inc. (the “Equipment”) based on the terms and conditions set forth below and in the Rental Contract to which this GTC is attached.

§ 2 Ownership of the rowing machine and location

- a) All Equipment leased to the renter shall at all times remain the property of WaterRower. The renter may not remove warning labels, serial numbers or other labels or stickers affixed to the Equipment. At no time shall renter sell or assign or otherwise transfer the Equipment to any person. Sale, assignment or transfer of the Equipment by the renter shall be a default under the Rental Contract, and in such event, WaterRower will charge the renter’s bank account and/or credit card the full value of the Equipment after applying the renter’s deposit.
- 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 renter’s personal residence. The renter shall inform WaterRower in writing prior to any change of address.

§ 3 Payment conditions

- a) The prices listed on the website (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 in accordance with the provisions of the Rental Contract. WaterRower has the right to charge 1% interest per month on any rental fee amount not paid within 5 days of its due date. The renter authorizes WaterRower to charge the monthly rental fee, deposit, late fees and all administrative fees by debiting the renter’s bank account and/or credit card specified in the Rental Contract.
- c) In the event that the renter fails to return the Equipment to WaterRower on or before the termination or expiration of the rental period in accordance with the provisions of the Rental Contract and specifically Paragraph 10 below, then the rental period will be deemed extended on a monthly basis until the Equipment is returned to WaterRower in accordance with the provisions hereof, and WaterRower will continue to charge the renter’s bank account and/or credit card for the monthly rental charge. In the event the renter returns the Equipment in damaged condition, WaterRower reserves the right to debit the full amount of damages from the renter’s bank account or credit card (after applying the renter’s deposit to amounts due to WaterRower).

- d) Upon the occurrence of an event of default (as set forth in §8 below), WaterRower has the right to terminate the rental contract in writing on 7 day prior 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 and costs of collection, including, without limitation, legal fees and court costs, 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 Contract. 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 in accordance with the terms hereof.

§ 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. 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 Rental Contract 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 to the renter at the address set forth in the Rental Contract;

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 to the renter at the address set forth in the Rental Contract;

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; or

f) If the renter sells, assigns or otherwise transfers the Equipment in violation of the terms of the Rental Contract.

§ 9 Termination of the Rental Contract

a) Renter must provide written notification regarding termination to WaterRower fifteen (15) days prior to the end of the applicable rental period. If the Rental Contract is not terminated by the renter, it will automatically be extended on a month to month basis and thereafter can be terminated by the renter upon written notice sent not less than fifteen (15) days prior to the expiration of the applicable rental period. In addition to providing the fifteen (15) day written notice of termination, to effectively terminate the Rental Contract, the renter must return the Equipment to WaterRower in accordance with the provisions of Paragraph 10 below, on or before the expiration of the applicable rental period. If the Equipment is not returned on or before the expiration of the applicable rental period, then WaterRower reserves the right to charge the renter's bank account and/or credit card the monthly rental fee until the Equipment is returned in accordance with the provisions hereof.

b) Equipment must be received by WaterRower before the termination or expiration of the applicable rental period.

c) The Rental Contract may be, at WaterRower's option, terminated upon the occurrence of any event of default as outlined in **§ 8**

§ 10 Guidelines for Equipment Return

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 Acknowledgement of Risk/Warning

The renter acknowledges that use of the Equipment is a strenuous physical activity that involves an inherent risk of physical injury. Before using the Equipment, WaterRower strongly recommends that the renter follow these suggestions:

- a) Renter should consult with his/her doctor to determine whether the renter is healthy enough to use the equipment or whether the renter has any pre-existing condition would prevent or limit renter's use of the Equipment;
- b) Renter should read and abide by the safety information and operating instructions provided with the Equipment and renter's use of the Equipment shall, at all times be in compliance with such safety information and operating instructions;
- c) Maintain the Equipment in accordance with the maintenance instructions;
- e) Watch the instruction video for proper use of the Equipment which video can be found on the website (HowToRow.com); and
- f) Use common sense when exercising and using the Equipment.

§ 12 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.

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.

§ 13 Other provisions

a) Any amendments or modifications to the Rental Contract must be made in writing and signed by both parties.

§ 14 Jurisdiction/Waiver

This Agreement shall be governed by, and construed and interpreted in accordance with the laws of the State of Rhode Island without resort to its conflict of laws rules.

In the event that WaterRower brings any action or proceeding in connection with this Rental Contract in any court of record in Rhode Island, or the United States in Rhode Island, renter hereby irrevocably consents to and confers personal jurisdiction of such court over the renter. Renter and WaterRower mutually hereby knowingly, voluntarily and intentionally waive the right to a trial by jury in respect to any claim and/or lawsuit based on, arising under or in connection with this Rental Contract.

§ 15 Construction

Wherever possible, each provision of this contract shall be interpreted in such manner as to be effective and valid under applicable law; should any portion of this contract be declared invalid for any reason in any jurisdiction, such declaration shall have no effect upon the remaining portions of this contract; furthermore, the entirety of this contract shall continue in full force and effect in other jurisdictions and said remaining portions of this Rental Contract shall continue in full force and effect in the subject jurisdiction as if this Rental Contract had been executed with the invalid

portions thereof deleted

§ 16 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 Rental Contract.

Renter:

Signature

Printed Name