

## TERMS AND CONDITIONS

- 1. Legally binding agreement.** By clicking the "\$ Pay Now" button on carryallcarts.com (the "Website") as part of the order process for Carts provided by Carry All Carts, LLC ("Carry All"), the person for which customer information is provided on the reservations page of the Website ("Customer") accepts and agrees to, and intends to be legally bound by, these Terms and Conditions. Carry All may change these Terms and Conditions from time to time, effective upon notice to Customer that an updated version is available on the Website.
- 2. Carts.** Carry All will provide Customer with use of the products selected by Customer on the reservations page of the Website, as such products are described on the Website from time to time (the "Carts"). Carry All reserves the right not to accept Customer's order or otherwise to decline to provide Customer with the Carts.
- 3. Cancellation.** The term of Customer's use of the Carts will commence on the date of delivery of the Carts and will continue for the term and length selected by Customer on the reservations page of the Website (the "Term"). Customer may cancel Customer's order prior to the date of delivery of the Carts by providing not less than two (2) business days prior notice via email to the address for notice on the Website (and if Customer does not provide such notice, then Customer may not cancel Customer's order, Carry All will deliver the Carts and Customer will be responsible for all charges). Unless otherwise determined by Carry All, Customer may not cancel the Term (i.e., after delivery of the Carts) and Customer will not be entitled to a refund of any charges paid by Customer.
- 4. Delivery.** Carry All will deliver the Carts to the drop off location specified by Customer on the reservations page of the Website, on the date and within the timeframe specified on the reservations page of the Website. If Customer is not at the location on such date and within such time, Carry All will not deliver the Carts but Client will be responsible for all charges for the Term and will not be entitled to a refund of any charges paid by Customer. Carry All will bear risk of loss until such delivery, and Customer will bear risk of loss thereafter.
- 5. Pick Up.** Carry All will pick up the Carts from the drop off location specified by Customer on the reservations page of the Website, on the date and within the timeframe specified on the reservations page of the Website. If Customer is not at the location on such date and within such time, unless otherwise determined by Carry All, Carry All will deem the Carts lost or stolen and Customer will be responsible for the full replacement cost of the Carts.
- 6. Damage.** Customer will be responsible for, and shall pay all costs associated with, any loss, theft or damage to the Carts (including, without limitation, repair or replacement), as determined by Carry All in its reasonable discretion. Without limiting the foregoing, Customer will return the Carts clean and in the condition in which the Carts were delivered by Carry All.
- 7. Malfunction.** In the event of a malfunction of a Cart that does not result in any way from an act or omission of Customer (or any user of the Cart), Carry All will use commercially reasonable efforts after notification from Customer to promptly replace or repair the Cart. Customer will be entitled to abatement of the charges, on a per diem basis, until Carry All has replaced or repaired the Cart. The foregoing constitutes Carry All's sole obligation and Customer's exclusive remedy in the event of any malfunction of a Cart.
- 8. Charges.** Customer will pay all charges set forth on the reservations page of the Website. Charges are exclusive of all taxes and similar fees now in force or enacted in the future imposed on the transaction and/or the delivery or use of Carts, all of which will be the responsibility of Customer. Customer will be liable for all costs (including, without limitation, reasonable attorney fees) incurred by Carry All in connection with collecting any charges or other amounts to which it may be entitled or enforcing its rights under these Terms and Conditions.
- 9. Billing arrangements.** Customer will provide Carry All with valid major credit card information and will pay by such credit card all charges (including, without limitation, for any loss, theft or damage to the Carts) or other amounts to which Carry All may be entitled pursuant to these Terms and Conditions. Carry All will charge Customer's credit card in advance of Cart delivery for the full amount of the charges for the Term (i.e., the order total on the reservations page of the Website) and as incurred for any loss, theft or damage costs or other amounts. Customer authorizes Carry All to charge Customer's credit card as provided above and agrees not to dispute or cancel charges of Carry All properly made in accordance with these Terms and Conditions.
- 10. Breach by Customer.** Carry All may, in its sole discretion, elect to terminate the Term (and Customer's use of the Carts) upon and after (a) Customer's failure to make timely payment in full of any charges or other amounts, (b) any

breach or noncompliance by Customer (or any user of the Carts) of any of the provisions of these Terms and Conditions, or (c) Customer's (or any user of the Cart's) use of the Carts in any manner that, in Carry All's reasonable discretion, could adversely affect Carry All's public image, goodwill, reputation or contractual relations (including, without limitation, its agreements with manufacturers of the Carts), or could subject it to liability. In the event Carry All terminates the Term as provided above, Customer will not be entitled to a refund for any charges paid by Customer. In addition, in such event, Carry All may take possession of the Carts without demand, notice or legal process, wherever they may be located.

11. **Carry All Ownership.** These Terms and Conditions, and the provision/use of the Carts, do not convey any rights of ownership or title to Customer in or related to any Cart. No right or license is granted to Customer to use any Carry All name, mark or logo. Carry All will have the right to fully exploit any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Customer or any other party relating to the Carts.

#### 12. **Customer Responsibilities**

- Customer will use the Carts solely for Customer's own personal purposes (and not for any commercial or other purpose).
- Customer will not use the Carts for any purpose other than that for which they are intended (including, without limitation, Carts may not be used to carry people or animals), or in violation of any law or in aid of any unlawful, inappropriate or improper act.
- Customer will use the Carts in a careful, safe and appropriate manner, including, without limitation, in compliance with Carry All's or any manufacturer's recommendations, warnings, weight limits and instructions.
- Customer will not rent, lease, license, sublicense, sell, resell, transfer, assign, pledge, distribute or otherwise make available to any third party the Carts or use of the Carts.
- Without limiting any other liability of Customer, Customer will be liable for the manner in which the Carts may be used by any person or entity, including, without limitation, for any breach or violation of these Terms and Conditions.

#### 13. **Release and Waiver by Customer**

- Customer understands and agrees that Carry All is not liable for any Damages (defined below) arising from, among other things, any personal injuries or property loss or damage sustained by Customer or any other person arising in connection with Customer's or any other user's use of the Carts, and Customer does so at Customer's own risk and assumes full responsibility for any injuries or damages which may occur in connection with any such circumstances.
- Customer fully and forever hereby releases and discharges Carry All and its Representatives (defined below) from any and all Damages resulting or arising out of or in connection with Customer's or any other user's use of the Carts, including, without limitation, any and all bodily harm, injury or death or loss or damage to property, however it may occur.
- Customer hereby waives any and all claims against Carry All and its Representatives that Customer may have now or that Customer may have hereafter as a result of Customer's or any other user's use of the Carts.

14. **Indemnification by Customer.** Customer will indemnify, defend and hold harmless Carry All and its members, managers, employees and representatives from and against any and all losses, claims, obligations, liabilities, actions, suits, proceedings, demands, judgments, payments, costs and expenses (including, without limitation, court costs, amounts paid in settlement, judgments, and reasonable attorney fees and other expenses), and damages of any kind, nature or description whatsoever ("Damages") arising out of (i) any misrepresentation, breach of covenant or warranty or other breach or violation of these Terms and Conditions by Customer, (ii) use of the Carts by Customer or any user of the Carts, and (iii) any other act or omission of Customer or any users or such third parties (including, without limitation, personal injury or damage to property).

15. **Warranty of Carry All.** Carry All warrants that the Carts will be delivered to Customer in good condition and working order. EXCEPT FOR THE FOREGOING, CARRY ALL DISCLAIMS ANY AND ALL WARRANTIES RELATING TO THE CARTS OR ANY OTHER MATTER, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE CARTS, ANY IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING OR TRADE PRACTICE.

16. **Limitations of Carry All's Liability**

- **No consequential damages.** IN NO EVENT WILL EITHER PARTY BE LIABLE OR RESPONSIBLE TO THE OTHER FOR ANY TYPE OF INCIDENTAL, PUNITIVE, SPECIAL, EXEMPLARY, RELIANCE, INDIRECT OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE FORESEEABILITY OF SUCH DAMAGES, WHETHER ARISING UNDER THEORY OF CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.
- **Liability exclusions.** IN NO EVENT WILL CARRY ALL BE LIABLE TO CUSTOMER OR ANY OTHER PERSON OR ENTITY FOR DAMAGES ARISING IN ANY MANNER OUT OF ANY USE OF THE CARTS (OR ANY INABILITY TO USE, MALFUNCTION, OR LOSS, NONPERFORMANCE, OR FAILURE OF THE CARTS).
- **Liability maximum.** IN THE EVENT CARRY ALL WILL BE LIABLE TO CUSTOMER NOTWITHSTANDING THE LIMITATIONS AND EXCLUSIVE REMEDIES HEREIN, CARRY ALL'S LIABILITY (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, BY STATUTE OR OTHERWISE) WILL NOT EXCEED, IN THE AGGREGATE, THE CHARGES ACTUALLY PAID TO CARRY ALL BY CUSTOMER.
- **Survival.** THE PARTIES ACKNOWLEDGE THAT CARRY ALL HAS SET ITS PRICES AND AGREED TO PROVIDE THE CARTS IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF WARRANTIES AND DAMAGES SET FORTH HEREIN, AND THAT THEY FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.

17. **Miscellaneous provisions.** Customer must be at least 18 years old to order or use the Carts. These Terms and Conditions will be governed by and construed in accordance with the internal laws of the Commonwealth of Pennsylvania, without regard to its principles of conflicts of laws. Carry All and Customer each hereby submits (and waives the right to contest on any grounds) to the exclusive, personal jurisdiction of either the Federal District Court for the Eastern District of Pennsylvania or any state, municipal or local court located in Philadelphia County, PA for all claims, disputes or controversies involving such parties and relating to the Carts or these Terms and Conditions; provided, however, nothing herein will prevent Carry All from asserting a claim for indemnification or any other claim hereunder in connection with a third party action in the same jurisdiction where a third party action has been brought. No terms or information set forth on any document (other than an order form accepted by Carry All) will add to or vary these Terms and Conditions. If any provision of these Terms and Conditions is held by a court of competent jurisdiction to be invalid or unenforceable, such provision(s) will be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. Carry All will not be liable in the event that it does not have products available to provide to Customer. No joint venture, partnership, employment, or agency relationship exists between Customer and Carry All as a result of the provision/use of the Carts or these Terms and Conditions. The failure of Carry All to enforce any right or provision of these Terms and Conditions will not constitute a waiver of such right or provision. All remedies of Carry All under these Terms and Conditions, including, without limitation, Carry All's right to take possession of the Carts or terminate use of the Carts, will be cumulative and not in limitation of any other remedies. These Terms and Conditions comprise the entire agreement between Customer and Carry All and supersede all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, regarding the subject matter hereof. Carry All may give legal notice by means of electronic or other mail to Customer's address on record in Carry All account information.