

## **Rental Terms and Conditions of Use**

These terms and conditions (the "Agreement") are a legal agreement between you ("You" or "Your") and Luggary.com, with corporate offices at Palmas 915, lomas de Chapultepec, 11000, Mexico City, Mexico ("Luggary.com," "we," "us," or "our"), establishing terms and conditions under which You will submit information to, and rent luggage and accessories (each a "Product" and collectively, "Products") and receive related services ("Services") from, Luggary.com via our website at www.Luggary.com (the "Website").

### **1. General; Rental Not Purchase; Adult Agreement Required.**

This Agreement contains all the terms and conditions governing Your rental of Products such as Luggage from Luggary.com via the Website from time to time. You agree that Your use of our Website and the Services, other than rental orders as set forth in this Agreement, is subject in all respects to our Website Terms and Conditions of Use and our Website Privacy Policy, as such terms may change from time to time. No other terms or conditions (preprinted or otherwise) shall have any force or effect. You agree and acknowledge that You are renting the Products and that ownership of the Products remains with Luggary.com at all times. Our Products such as Luggage may be rented for use by individuals under 18 years of age, but we rent only to adults, who may rent the Products with a credit card or other approved payment method. By registering in our website, You represent that you are 18 years or older and that you are authorized to use the chosen payment method (including, without limitation, credit cards) for the purpose of renting the Products as described herein.

Children under the age of 13 may not use the Website and parents or legal guardians may not agree to the Website Terms and Conditions on their behalf. Children under 18 years of age but at least 13 years of age, may use the Website under the supervision of parents or legal guardians who agree to be bound by the Website Terms and Conditions of Use on their behalf. If You are a parent or legal guardian agreeing to the terms and conditions of this Agreement (including the Website Terms and Conditions and Privacy Policy) for the benefit of a child between the ages of 13 and 18, You are fully responsible for his or her use of the Website and the Services, and the rental of any Products, including all legal liability he or she may incur.

### **2. Rental Fees; Credit Card Authorizations; Cancellations.**

The rental fee ("Rental Fee") for the Rental Products will be the rental fee and delivery charges listed on the Website in connection with Your rental of the Products. Upon Your order for a Rental Product, You hereby authorize us to charge Your credit card for the Rental Fee. A reservation of a Product on our Website is an order for the rental of that Product, regardless of how far in advance that Rental Product is reserved. In addition, at the time of Your order of a Rental Product, You hereby authorize Luggary.com to charge Your credit card for the entire original retail value of that Rental Product (when new) set forth on the Website, plus sales taxes ("Retail Value"); provided that we will only charge the Retail Value in the circumstances set forth in Section 4 below. Rental Fees exclude all federal, state and local taxes, GST, fees, customs, duties, levies and other governmental assessments, all of which shall be paid by You directly or, if paid by Luggary.com, shall be paid by You to Luggary.com in connection with Your order for the rental.

Luggary.com will cancel a reservation and its authorization and issue a refund minus a \$5.00 processing charge if you email us ("info@luggary.com") 24 hours prior to the start date of your rental order. If Luggary.com has shipped out the product, a cancellation is not allowed and a refund will not be given.

### **3. Our Commitments to You- Limited Warranty**

1. Delivery to You. We will deliver the Rental Products You ordered, including the specified size, color and design, on or before the date for which You ordered them, except to the extent we

informed You in connection with Your order that the specific Rental Product was not guaranteed. Rental Products may appear different in color and style than the photos displayed on our Website. Our liability to You for failure to do deliver the Rental Product as ordered is limited to the timely delivery of Rental Product as ordered or a refund of the Rental Fee (excluding insurance and delivery charges) as determined by us. See Section 5(b) below.

2. On Time Guarantee. Our On time delivery guarantee is based on standard weather conditions. If a delivery date is missed due to extreme weather conditions that do not allow third party delivery companies to make delivery, Luggary is not responsible.

3. Delivery; Clean and Ready to Use. The shipping method used will be at the discretion of Luggary.com. The Rental Products will be cleaned and delivered ready for reasonable use as defined by manufacturer in manufacturer's instruction manual for the agreed rental period. Use of the product is at your own risk and Luggary.com shall not be held liable for any misuse or any health-related complaints associated with a product rented from our site.

4. Return Products. You shall request a pickup time from our site for the date you rental es due. If you missed returning the rented product(s) Luggary.com will charge you for every additional day at the cost per day of the product(s) you rented.

5. Services. On our Website, we offer various Services to assist You in selecting a Rental Product. Our Services are provided "AS IS" without guarantee as to results.

6. Misuse: Our Commitments do not extend to any losses or damages due to misuse, accident, abuse, neglect, negligence, unauthorized modification or alteration, use beyond rated capacity, unsuitable environmental conditions, improper installation, repair, handling, maintenance or application or any other cause not the fault of Luggary.

#### **4. Your Commitments to Us; Payment of Retail Value.**

1. Receipt of the Rental Products. Upon delivery, You bear responsibility for the Rental Product(s). You acknowledge that a Secure Shipping Address (defined herein) is highly recommended. A Secure Shipping Address is defined as a location where an individual can physically receive Product(s). In the event that an unsecure shipping address is provided, Luggary.com does not bear liability for Products left unattended. Furthermore, You acknowledge that providing anything other than a Secure Shipping Address may result in delivery delays and additional delivery fees for which Luggary.com is not to be held liable, but You will be held liable.

2. Use of the Rental Products. You agree to treat the Rental Products with great care, as if it was borrowed from Your close friend. You are responsible for loss, destruction or damage to the Rental Products due to theft, mysterious disappearance, fire, major stains or any other cause, other than normal wear and tear. If You return a Rental Product that is damaged beyond normal wear and tear, then You agree that we shall charge You, and You shall pay, for the price for repairing or replacing the Rental Product, as determined in our discretion, up to the Retail Value for the Rental Product. You agree to be responsible for all damages due to misuse, accident, abuse, neglect, negligence, unauthorized modification or alteration, use beyond rated capacity, unsuitable environmental conditions, improper installation, repair, handling, maintenance or application done during your possession.

3. Return of the Rental Products; Extensions. You agree to return the Rental Products to Luggary.com on the date set forth on the Website in connection with Your order. You may extend Your order for a Rental Product on the Website by speaking to our customer service representatives or by email to Luggary.com; provided that any extensions are subject to other orders for that Rental Product and to pre-payment of the additional Rental Fee applicable to that Product for the period of time of the extension. Return of the Rental Product will be accomplished by You by setting a return pickup time in our website. If You return the Rental Products late or not

at all, a late fee of our regular rental prices will continue to run on the product until it is returned, and You agree to pay such additional fees.

4. Payment of Retail Value. We will not charge You for more than the Retail Value plus the Rental Value, in the aggregate, for any charges arising under this Section 4, excluding collection costs. If You pay us the full Retail Value under this Section 4 and You still possess the Rental Product, the Rental Product is Yours to keep, though on an "AS IS" basis without warranty of any kind. For the avoidance of doubt, the limitations of this clause shall not apply to the Rental Fee, which is charged separately from, and in addition to, any charges for the Retail Value pursuant to this Section 4. "Retail Value" is defined as the following including but not limited to: Basic Carry On: \$200; Basic Medium: \$250; Basic Large: \$270; Premium Carry On: \$400; Premium Medium: \$500; Premium Large: \$550.

5. Collections. If You do not pay the amounts You owe to us when due, then we will need to institute collection procedures. You agree to pay our costs of collection, including without limitation reasonable attorneys' fees.

6. Removal. We reserve the right to terminate your right to rent Products from us at any time in the event of Your breach of this Agreement or for no reason or any other reason in our discretion.

7. Email. We will use the preferences and orders You provide on our Website to send You e-mails and other marketing materials for other Products. You may opt out of receiving those e-mails by emailing info@luggary.com or following the links provided at the bottom of those e-mails when available.

## **5. Details on Our Commitment to You- Limited Warranty.**

1. Limited Warranty. The limited warranties set forth in Section 3 apply only to You, may be acted upon only by You, and may not be assigned, sold or transferred to any third party. No warranties are granted other than as set forth in Section 3. Our warranty herein shall not apply to any matters arising from violation of Your commitments set forth in Section 4 of this Agreement. Remedies. Your sole and exclusive remedy and Luggary.com's sole and exclusive liability for a breach of Luggary's limited warranty shall be at Luggary's option. Luggary's options shall be limited to replace the non-conforming Product in a timely manner, repair the non-conforming Product, or a refund of Your Purchase Fee (excluding insurance and delivery charges).

2. Disclaimers. THIS LIMITED WARRANTY IS IN LIEU OF ANY OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, WRITTEN OR ORAL (INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT) WITH RESPECT TO THE PRODUCTS, THE SERVICES RELATED THERETO OR THE USE OR RESULTS OF THE PRODUCTS OR SERVICES.

## **6. Limitation of Liability.**

1. No Indirect Damages. IN NO EVENT SHALL LUGGARY.COM (OR ITS SUPPLIERS OR LICENSORS) BE LIABLE TO YOU OR ANY THIRD PARTY FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, MULTIPLE OR OTHER INDIRECT DAMAGES, OR FOR LOSS OF PROFITS OR LOSS OF USE DAMAGES, ARISING OUT OF THE PRODUCTS OR SERVICES RELATED THERETO, WHETHER BASED UPON WARRANTY, CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF LUGGARY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.

2. Limited Direct Damages. LUGGARY.COM (AND ITS SUPPLIERS' AND LICENSORS') AGGREGATE LIABILITY ARISING OUT OF PRODUCTS AND SERVICES RELATED THERETO, WHETHER BASED UPON WARRANTY, CONTRACT, TORT, STRICT LIABILITY OR

OTHERWISE, SHALL NOT EXCEED THE APPLICABLE RENTAL FEES PAID BY YOU FOR THE APPLICABLE PRODUCT AND/OR SERVICE.

3. Use of Results at Your Risk. YOU ASSUME SOLE AND EXCLUSIVE RESPONSIBILITY AND LIABILITY FOR ANY CLAIMS AGAINST YOU AND/OR DAMAGES ARISING FROM USE OF THE PRODUCTS DURING YOUR RENTAL PERIOD.

## **7. Miscellaneous.**

This Agreement constitutes the entire agreement between You and Luggary.com with respect to the subject matter hereof and is the final, complete, and exclusive statement of the terms of the Agreement, superseding all prior written and oral agreements, understandings and undertakings with respect to the subject matter hereof. Modifications may be made only by Luggary.com. We reserve the right to terminate or amend this Agreement at any time for any or no reason, effective upon notice to You of such termination or amendment. The waiver of any term or condition or any breach thereof shall not affect any other term or condition of this Agreement. The Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding its conflicts of laws principles. You shall not assign this Agreement without Luggary.com's prior written consent. Termination of this Agreement will not relieve You of any payment obligations hereunder. Sections 1, 2, 3, 4, 5, 6 and 7 shall survive this termination of this Agreement according to their terms. If any provision of this Agreement shall be held illegal, unenforceable, or in conflict with any law of any authority having jurisdiction over this Agreement, the validity of the remaining portions or provisions hereof shall remain in full force and effect. Luggary.com shall not be liable for failure to perform any of its obligations hereunder by reason that are beyond its reasonable control, including, without limitation, fire, earthquake, interruptions in supply, other natural disaster, war embargo, and/or riots or acts of terrorism.

In the event a dispute shall arise between the parties to this contract, it is hereby agreed that the dispute may be referred to a California USA&M office for arbitration in accordance with the applicable United States Arbitration and Mediation Rules of Arbitration at Luggary.com discretion. If Luggary.com decides to arbitrate, the arbitrator's decision shall be final and legally binding and judgment may be entered thereon.

CLASS ACTION WAIVER: BINDING ARBITRATION MUST BE ON AN INDIVIDUAL BASIS. THIS MEANS YOU MAY NOT JOIN OR CONSOLIDATE CLAIMS IN ARBITRATION BY OR AGAINST OTHERS, OR LITIGATE IN COURT OR ARBITRATE ANY CLAIMS AS A REPRESENTATIVE OR MEMBER OF A CLASS OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.

We do not have any affiliation, connection, or association with any other luggage company or manufacturer, nor do we currently buy directly from any manufacturer. Our luggage is used as we rent it over and over again.

## **8. Closeout Sale Or Rent to Sale Conversions- Limited Warranty**

If a Luggary Rental item is purchased for permanent keeping such as during our Closeout offering or after a rental period is over by a customer at their option and Luggary agrees, THE FOLLOWING LIMITED WARRANTIES and REMEDIES APPLY:

1. Limited Warranty. The Product is sold "AS IS". The limited warranties herein and set forth in Section 3 apply only to You, may be acted upon only by You, and may not be assigned, sold or transferred to any third party. No warranties are granted other than as set forth in Section 3. Our warranty herein shall not apply to any matters arising from violation of Your commitments set forth in Section 4 of this Agreement.

2. Remedies. Your sole and exclusive remedy and Luggary.com's sole and exclusive liability for a breach of Luggary's limited warranty shall be at Luggary's option. Luggary's options shall be limited

to replace the non-conforming Product in a timely manner, repair the non-conforming Product, or a refund of Your Purchase Fee (excluding insurance and delivery charges).

3. Disclaimers. THIS LIMITED WARRANTY IS IN LIEU OF ANY OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, WRITTEN OR ORAL (INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT) WITH RESPECT TO THE PRODUCTS, THE SERVICES RELATED THERETO OR THE USE OR RESULTS OF THE PRODUCTS OR SERVICES.

4. YOU ASSUME SOLE AND EXCLUSIVE RESPONSIBILITY AND LIABILITY FOR ANY CLAIMS AGAINST YOU AND/OR DAMAGES ARISING FROM USE OF THE PRODUCTS.