

SPEEDE FITNESS LLC
COMMERCIAL BUYER
STANDARD TERMS & CONDITIONS OF SALE

Last Updated: September 29, 2022

By purchasing a product from Speede Fitness LLC (“*Speede*”), you are agreeing to be bound by these Standard Terms and Conditions of Sale (“*Terms & Conditions*”) and the terms of the limited warranty described in the Speede Limited Commercial Warranty included with your purchase. Note that we reserve the right to change these Terms & Conditions at any time. Please read these Terms & Conditions carefully and contact us if you have any questions.

THIS IS A LEGAL AGREEMENT. BY PLACING AN ORDER WITH SPEEDE, YOU ARE ACCEPTING AND AGREEING TO THESE TERMS & CONDITIONS ON BEHALF OF YOURSELF AND ANY ENTITY YOU REPRESENT IN CONNECTION WITH THE PURCHASE DESCRIBED HEREIN. YOU REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, AUTHORITY, AND CAPACITY TO ACCEPT AND AGREE TO THESE TERMS & CONDITIONS ON BEHALF OF YOURSELF AND ANY SUCH ENTITY YOU REPRESENT. YOU REPRESENT THAT YOU ARE OF SUFFICIENT LEGAL AGE IN YOUR JURISDICTION TO PURCHASE AND USE SPEEDE’S PRODUCTS AND SERVICES AND TO ENTER INTO THIS AGREEMENT. IF YOU DO NOT AGREE WITH ANY OF THE PROVISIONS SET FORTH IN THESE TERMS & CONDITIONS, YOU MUST NOT PURCHASE SPEEDE’S PRODUCTS.

THIS AGREEMENT CONTAINS A MANDATORY ARBITRATION PROVISION THAT, AS FURTHER SET FORTH BELOW, REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR ANY OTHER COURT PROCEEDINGS, OR CLASS ACTIONS OF ANY KIND.

The disclaimers, exclusions, and limitations of liability under these Terms & Conditions will not apply to the extent prohibited by applicable law. For a full description of your legal rights, you should refer to the laws applicable in your jurisdiction. Nothing in these Terms & Conditions will affect those other superseding legal rights.

1. **Acceptance.** The customer named on the Speede invoice, purchase order, or other ordering document that references these Terms & Conditions of Purchase (the “*Customer*”) hereby offers to purchase from Speede the products and services described on the relevant Speede invoice, purchase order, or other ordering document (“*Order*”) (respectively, “*Products*” and “*Services*”), subject to the below terms and conditions. These Terms & Conditions, any addendum(s) attached hereto, together with information contained on the Order, and any additions or revisions mutually agreed to in a signed writing by Customer and Speede constitute

the entire agreement between the Customer and Speede with respect to the purchase of the Products and/or Services specified on the Order, supersede all prior oral or written understandings relating thereto, and may not be modified or interpreted by reference to any prior course of dealing, usage of trade, or course of performance.

If a purchase order or any other communication from Customer contains provisions inconsistent with the provisions hereof, these Terms and Conditions will prevail and Speede hereby notifies Customer of its objection to and rejection of any such provisions stated by Customer, whether or not material, that are in conflict with, inconsistent with, or in addition to those contained in these Terms and Conditions. Customer's acceptance of delivery of or payment for any Products or Services provided hereunder constitutes Customer's acceptance of these Terms and Conditions. If there is any conflict between the terms and conditions set forth in any such addendum(s), Order and such conflict shall be resolved by giving precedence in the following order: the Order, applicable addendum, and these Terms & Conditions.

2. **Orders.** Speede will use commercially reasonable efforts to supply Customer such quantities of Products and Services as Customer orders pursuant to these Terms and Conditions. Customer may not cancel any Order after acceptance, and changes in order quantities require Speede's prior written consent. Speede will use commercially reasonable efforts to comply with such requests but will not be responsible or liable for any failure to provide changed amounts to Customer's Order(s). Notwithstanding any other provision herein, Speede's obligation to supply Products and Services to you, the Customer, is subject to availability and Speede's other obligations.

3. **Payment Terms.** Unless otherwise stated on the Order(s), invoiced amounts are due upon receipt and are payable in U.S. dollars. Customer will pay or reimburse Speede for all sales, use, value-added and other taxes (except taxes on Speede's net income) claimed or imposed by any governmental authority upon the sale of the Products and Services or payments to Speede under these Terms and Conditions. Customer may not set off from any amounts due to Speede any amounts claimed to be owed by Speede to Customer for any reason.

4. **Remedies.** If Customer fails to pay when due any amount that Customer owes to Speede for Products or Services, Speede has, in addition to any other rights of Speede, the right (without liability to Customer) to repossess such Products, to suspend the provision of Services, and/or to require Customer to effect return delivery of such Products to Speede at Customer's expense. In addition, until Customer has paid to Speede the entire amount due for such Products or Services, Speede will retain a security interest in such Products in the amount of the full purchase price plus all other amounts due hereunder, and Speede will retain all rights and remedies of a secured party under the Uniform Commercial Code as in effect at the time of delivery of such Products. A copy of Speede's invoice may be filed with the appropriate authorities at any time as a financing statement or chattel mortgage in order to perfect Speede's security interest. Upon request, Customer will execute any financing statements and other instruments necessary or appropriate for Speede to perfect its security interest.

5. **Shipments.** Speede will use commercially reasonable efforts to ship by the scheduled shipping date(s) on the Order(s), but shipping dates are not guaranteed. If no shipping date is specified, shipment will be made on date(s) selected by Speede. In no event will Speede be liable for any damages or penalties for delay in delivery or for failure to give notice of delay. Delivery may be made in advance of any scheduled delivery date upon reasonable prior notice to Customer. Except as otherwise specified in the Order, items will be packed for shipment and shipped in accordance with Speede's standard practices.

6. **Title and Risk of Loss.** Subject to Section 4, title to the Products sold by Speede to Customer, and all risk of loss of or damage to such Products, pass to and are assumed by Customer upon Speede's transfer of the products to the carrier.

7. **30-Day Trial.** Speede offers a thirty (30)-day trial on the first Speede Product ordered by Customer ("*30-Day Trial*"). If Customer is not satisfied with the Product, Customer may initiate the return of the Product within thirty (30) days of delivery for a full refund and no return shipping fees by requesting a Return Material Authorization (RMA) number in writing to support@speede.fit. Customer may also return any Product accessories and subscription and extended warranty fees if purchased on the same Order as the Product. The 30-Day Trial is not offered for subsequent Products ordered by Customer. Any Product or accessory returned with excessive wear and tear is not eligible for a full refund. Accessories not returned with a Product are not eligible for a refund. The 30-Day Trial is subject to availability and is not available to certain delivery addresses. Customer should contact support@speede.fit prior to purchase to determine eligibility.

8. **Inspection and Returns.** Customer must carefully inspect all deliveries of Products and report promptly to Speede any alleged error, shortage, defect, or nonconformity of such Products. Products are non-returnable except as set out in Section 7 and Speede's Return Policy in effect at the time of purchase, the current version of which is set forth in Speede's Privacy, Shipping, and Returns Policy. Prior to initiating any return, Customer must call its designated Speede account representative or Speede member support at (800) 908-9978 or email support@speede.fit and describe any issues with the Products and the reason(s) for the return. A return shipping fee and/or restocking fee may be charged to Customer or withheld from Customer's refund for some Products returned to Speede, as described in the Privacy, Shipping, and Returns Policy.

9. **Warranty Claims.** The Speede Limited Commercial Use Warranty provided by Speede, as may be amended by Speede in its sole discretion (the "*Limited Warranty*"), applies to purchases of the Products. Customer must contact Speede Support at (800) 908-9978 or by email at support@speede.fit to obtain warranty or support service for the Products and Services, whether under the Limited Warranty or otherwise. If Customer obtains service for the Products and Services from anyone other than a Speede authorized representative, Customer may no longer receive warranty protection from Speede.

10. **Product Use.** Customer may not charge any fees of any kind for use of the Products and Services (e.g., pay-per-ride or access fees or subscription charges) without Speede's prior written

consent in each instance (which may be withheld in Speede's sole discretion). Customer may not use the Products or Services in group fitness classes or to otherwise offer any user experiences other than those made available by Speede through the Services. Prior to using any Speede Products and Services, all users are required to accept Speede's Terms of Use, Terms of Service, and Privacy Policy, the current versions of which are located at <https://speede.fit>, as well as any other terms presented to users during the sign-in process (collectively, the "*Speede Terms of Service*"). Customer may not create or otherwise publicize general-use login credentials for any Speede Products and Services that enable any user to access the Speede Products or Services without a personal account. To the extent the Speede Terms of Service, as applied to Customer, conflict with the terms of these Terms and Conditions, the terms of these Terms and Conditions control. Without limiting anything else in these Terms and Conditions or in the Speede Terms of Service, Customer acknowledges and agrees that Customer is solely responsible for (a) maintaining its premises and equipment in good working order, (b) posting all appropriate health and safety notices, (c) adhering to all applicable safety guidance provided by Speede with respect to the Products, including those in the applicable user manual, and (d) obtaining waivers and releases of liability from all users of Customer's facilities and equipment. Customer's license to access and use the Speede software included in the Products, the online fitness community and related products, services, content, and features, and the interfaces on tablets connected to Speede Products is subject to the Speede Terms of Service, as may be amended by Speede in its sole discretion.

11. **Professional Advice and Medical Disclaimers.** The Products and Services offer health and fitness information and are designed for educational and entertainment purposes only. Customer should not, and will instruct its users not to, to rely on such information as a substitute for, nor does it replace, professional medical advice, diagnosis, or treatment. The use of any information provided by the Products and Services is solely at the user's own risk, and users should not disregard, avoid, or delay in obtaining medical or health related advice from a healthcare professional because of any information provided through the Products and Services. Nothing stated in the Products and Services are intended to be, nor may be taken to be, the practice of medical or counseling care (including without limitation, psychiatry, psychology, psychotherapy, or health care treatment, instructions, diagnosis, prognosis, or advice). The Products and Services are continually under development, and Speede makes no warranty of any kind, implied or express, as to the accuracy, completeness, or appropriateness thereof for any purpose. In that regard, developments in medical research may impact health, fitness, and nutritional advice. No assurance can be given that the Products and Services will always include the most recent findings or developments with respect to particular topics or material.

12. **Cancellation.** If Customer breaches any material provision of these Terms and Conditions, Speede may cancel all or part of any orders hereunder, at any time, without liability or payment to Customer. Speede may also cancel all or part of these Terms and Conditions, without cause, at any time by written notice, in which case Speede will refund to Customer the amounts specified in the Order that were previously paid by Customer for Products and Services not delivered prior to cancellation.

13. **Limited Warranty.** It is the sole and exclusive responsibility of Customer to determine the suitability of any and all Products and Services for Customer's intended uses. THE LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY SPEEDE, AND SPEEDE GIVES OR MAKES NO OTHER REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. NO REPRESENTATIVE OF SPEEDE IS AUTHORIZED TO MAKE ANY OTHER REPRESENTATION OR WARRANTY OR MODIFY THE LIMITED WARRANTY OR THIS SECTION IN ANY WAY EXCEPT IN A WRITTEN AMENDMENT SIGNED BY AN AUTHORIZED REPRESENTATIVE OF SPEEDE THAT MAKES SPECIFIC REFERENCE TO THESE TERMS AND CONDITIONS. WITHOUT LIMITING THE FOREGOING, SPEEDE EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT, AS WELL AS ALL WARRANTIES ARISING OUT OF USAGE OF TRADE, COURSE OF DEALING, OR COURSE OF PERFORMANCE

14. **Limitation of Liability.** SPEEDE'S SOLE LIABILITY, AND CUSTOMER'S EXCLUSIVE REMEDY, IN CONNECTION WITH THE SALE OR USE OF PRODUCTS AND SERVICES SOLD HEREUNDER, REGARDLESS OF THE FORM OF ACTION OR LEGAL THEORY, WILL BE STRICTLY LIMITED TO SPEEDE'S OBLIGATIONS AS SPECIFICALLY AND EXPRESSLY PROVIDED HEREIN. IN NO EVENT WILL SPEEDE HAVE ANY LIABILITY TO CUSTOMER ARISING OUT OF OR IN CONNECTION WITH THE SALE OR USE OF THE PRODUCTS AND SERVICES SOLD HEREUNDER OR THE TRANSACTIONS CONTEMPLATED HEREBY, IN AN AMOUNT IN EXCESS OF, AND SPEEDE'S LIABILITY WILL BE STRICTLY LIMITED TO, AMOUNT(S) ACTUALLY RECEIVED BY SPEEDE FROM CUSTOMER FOR THE PRODUCTS AND SERVICES THAT GIVE RISE TO THE LIABILITY. IN NO EVENT WILL SPEEDE HAVE ANY LIABILITY, OBLIGATION, OR RESPONSIBILITY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES ARISING IN ANY WAY IN CONNECTION WITH THE PRODUCTS AND SERVICES OR THEIR SALE OR USE, INCLUDING BUT NOT LIMITED TO DAMAGE TO PROPERTY, INJURY TO PERSONS, LOSS OF USE, DATA, OR PROFITS, OR DELAYS OR INCONVENIENCE, EVEN IF SPEEDE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Customer acknowledges that no guarantees or assurances have been made as to results that may be obtained from the use of the Products and Services whether used singly or in combination with other products or services. Customer acknowledges that it does not rely on, and waives any claim relating to, any recommendation or instruction given to Customer by Speede or any of its representatives regarding the specifications, storage, handling, maintenance or use of Products and Services, which recommendation or instruction is followed or acted upon entirely at Customer's own risk. Customer acknowledges that it is purchasing Products and Services to be used by its own end users. To the extent allowed by law, Speede will not be liable to these end users, and Customer agrees to indemnify Speede for any injuries incurred in

connection with its users' use of the Products and Services. There are inherent risks in the use of exercise equipment, and all users' use of the Products and Services is at their own risk.

15. **Privacy.** Speede respects Customer's privacy and is committed to protecting it. Our Privacy Policy governs the processing of all personal data collected from you in connection with your purchase of Products or Services through the Speede online store.

16. **Force Majeure.** In no event will Speede have any liability for any delayed performance or nonperformance by Speede that results, in whole or in part, directly or indirectly, from any cause beyond Speede's reasonable control, including (but not limited to) acts of God, wars, riots, civil disturbances, labor disputes, fires, storms, floods, earthquakes, natural disasters, inability to obtain or use raw or component materials or parts, labor, equipment, utilities, facilities, or transportation, and acts of any government or agency thereof. Customer's order will be deemed suspended for so long as any such cause prevents or delays Speede's performance. In the event of any such suspension, Speede will have the option, upon notice to Customer, to (a) terminate its obligation to sell any or all of the Products and Services, or (b) resume performance as soon as practicable after the suspension and reschedule delivery of the Products and Services ordered hereunder to one or more deferred dates agreed upon by Customer and Speede.

17. **Governing Law and Jurisdiction.** These Terms and Conditions and the transactions contemplated hereby will be governed by and construed in accordance with the laws of the State of Illinois without regard to its principles on conflicts of law. Exclusive jurisdiction and venue for any litigation arising under this Agreement is in the federal and state courts located in the State of Illinois, and both parties hereby consent to such jurisdiction and venue for this purpose.

18. **Relationship of the Parties.** Nothing contained in this Agreement will be deemed to constitute either party as the agent or representative of the other party, or both parties as joint venturers or partners for any purpose. The relationship between Customer and Speede is solely that of independent contractors.

19. **Assignment.** Customer will not assign any of your rights or delegate any of its obligations under these Terms and Conditions without Speede's prior written consent. Any purported assignment or delegation in violation of this section is null and void. No assignment or delegation relieves Customer of any of its obligations under these Terms and Conditions.

20. **Export Control.** Customer will comply with the U.S. Foreign Corrupt Practices Act (regarding, among other things, payments to government officials) and all export laws and restrictions and regulations of the Department of Commerce, the U.S. Department of Treasury Office of Foreign Assets Control, or other United States or foreign agency or authority, and not export, or allow the export or re-export of any Product or Service in violation of any such restrictions, laws, or regulations.

21. **Severability.** If any provision of these Terms and Conditions is invalid, illegal, void, or unenforceable, then that provision will be deemed severed from these Terms and Conditions and

will not affect the validity or enforceability of the remaining provisions of these Terms and Conditions.

22. **Entire Agreement.** The Order, these Terms and Conditions, and the Speede Terms of Service (as defined in Section 10) constitutes the final and integrated agreement between Customer and Speede on the matters contained in these Terms and Conditions.

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