

LASSO

Terms & Conditions

Lasso Pre-Order Agreement



55 East 3rd Avenue,
San Mateo, CA 94401 USA
www.lassoop.com

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Thank you for placing a pre-order to purchase a Lasso home recycling appliance, which is a new product in development by Lasso Loop Recycling Ltd and subsidiaries.

Documentation

Your Lasso Pre-Order Agreement (the "Agreement") is between you and Lasso Loop Recycling Ltd. or its affiliate ("Lasso Loop", "we", "us" or "our") made up of the following documents:

1. Appliance Configuration: The Appliance Configuration will be confirmed with you at a later date. It will describe the appliance that you configure, including pricing (excluding taxes and official or government fees).
2. Final Price Sheet: The Final Price Sheet will be provided to you as your delivery date nears. It will include final pricing based on your Appliance Configuration and will include taxes and official or governmental fees (the "Final Price Sheet").
3. Terms & Conditions: These Terms & Conditions are effective as of the date you place your pre-order and make your Pre-Order Payment (the "Pre-Order Date").

Agreement to Purchase

You agree to pre-order the appliance (the "Appliance") that you configure when you made your Pre-Order Payment and by taking delivery, completing the transaction when the Appliance is ready for delivery from Lasso Loop Recycling, Ltd. or its affiliate ("we," "us" or "our"), pursuant to the terms and conditions of this Agreement. Your Appliance is priced and configured based on features and options available at the time of order and you can confirm availability with a Lasso Loop representative. Options, features or hardware released after you place your order may not be included in or available for your Appliance.



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Pre-Order Price, Taxes and Official Fees

The price of the Appliance will be confirmed in your Appliance Configuration and Final Price Sheet. As you may have only configured part of your Appliance, any price provided to you in advance of the Final Price Sheet is only being offered to you as an estimate and is subject to change. Any price listed in the Appliance Configuration will not include taxes and official or government fees, which could amount to up to 10% or more of the Appliance price. Because these taxes and fees are constantly changing and will depend on many factors, they will be calculated closer to the time of delivery and indicated on your Final Price Sheet. You are responsible for paying these additional taxes and fees. If you present a check for any payment, we may process the payment as a normal check transaction, or we may use information from your check to make a one-time electronic fund transfer from your account, in which case your bank account will reflect this transaction as an Electronic Fund Transfer.

Pre-Order Process; Cancellation; Changes

After you submit your completed pre-order and the options you selected become available in production, we will invite you to complete the configuration of your Appliance. We will then issue you the Appliance Configuration and Final Price Sheet based on the base price of the Appliance and any options included or that you select. Your Pre-Order Payment covers the cost of these design and configuration activities and other processing costs, but is not a deposit for the Appliance. Until your Appliance is scheduled for delivery to you, you may cancel your Pre-Order at any time, in which case you will receive a full refund of your Pre-Order Payment. Until your final configuration is matched to an Appliance, you may make changes to your Appliance Configuration. If you make changes to the configuration of the Appliance, you may be subject to potential price increases for any pricing adjustments made since your original Pre-Order Date. Any changes made by you to your Appliance Configuration, including changes to the delivery location or estimated delivery date, will be reflected in a subsequent Appliance Configuration that will form part of this Agreement. When you take delivery of the Appliance, we will provide a credit to the final pre-order price of your Appliance equivalent to the amount of the Pre-Order Payment you paid. This Pre-Order Payment and this Agreement are not made or entered into in anticipation of or pending any conditional sale contract.



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Delivery

If you are receiving your Appliance in a state where we are licensed to sell the Appliance, we will notify you of when we expect your Appliance to be ready for delivery to your home, or other location as we may agree to. You agree to schedule and take delivery of your Appliance within one week of the estimated delivery date. If you are unable to take delivery within the specified period, your Appliance may be made available for sale to other customers.

If you wish to receive delivery of your Appliance in a state where we are not licensed to sell the Appliance, or if you and Lasso Loop otherwise agree, Lasso Loop will, on your behalf, coordinate the shipment of your Appliance to you from our factory where we are licensed to sell the Appliance. In such a case, you agree that this is a shipment contract under which Lasso Loop will coordinate the shipping of the Appliance to you via a third-party common carrier. You agree that delivery of the Appliance, including the transfer of goods and risk of loss to you, will occur at the time your Appliance is loaded onto the common carrier's transport (i.e., FOB shipping point). The carrier will insure your Appliance while in transit and you will be the beneficiary of any claims for damage to the Appliance or losses occurring while the Appliance is in the possession of a common carrier.

Recycled Materials Collection

Your Appliances recycled materials collection services will be defined in the Appliance Configuration and Final Price Sheet.

You understand that Lasso Loop may not have completed the development of Lasso or begun manufacturing Lasso at the time you entered into this Agreement and so we do not guarantee when your Appliance will actually be delivered. Your actual delivery date is dependent on many factors, including your Appliances configuration and manufacturing availability. To secure your final payment under the terms of this Agreement, we will retain a security interest in the Appliance and all proceeds therefrom until your obligations have been fulfilled.

Agreement to Arbitrate

Please carefully read this provision, which applies to any dispute between you and Lasso Loop Recycling Ltd. and its affiliates, (together "Lasso Loop").



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If you have a concern or dispute, please send a written notice describing it and your desired resolution to lasso@lassoloop.com

If not resolved within 60 days, you agree that any dispute arising out of or relating to any aspect of the relationship between you and Lasso Loop will not be decided by a judge or jury but instead by a single arbitrator in an arbitration administered by the American Arbitration Association (AAA) under its Consumer Arbitration Rules. This includes claims arising before this Agreement, such as claims related to statements about our products.

We will pay all AAA fees for any arbitration, which will be held in the city or county of your residence. To learn more about the Rules and how to begin an arbitration, you may call any AAA office or go to www.adr.org.

The arbitrator may only resolve disputes between you and Lasso Loop, and may not consolidate claims without the consent of all parties. The arbitrator cannot hear class or representative claims or requests for relief on behalf of others purchasing or leasing Lasso Loop appliances. In other words, you and Lasso Loop may bring claims against the other only in your or its individual capacity and not as a plaintiff or class member in any class or representative action. If a court or arbitrator decides that any part of this agreement to arbitrate cannot be enforced as to a particular claim for relief or remedy, then that claim or remedy (and only that claim or remedy) must be brought in court and any other claims must be arbitrated.

If you prefer, you may instead take an individual dispute to small claims court.

You may opt out of arbitration within 30 days after signing this Agreement by sending a letter to: Lasso Loop Recycling LLC, 55 East Third Avenue, San Mateo, CA, 94401, stating your name, Order Number, and intent to opt out of the arbitration provision. If you do not opt out, this agreement to arbitrate overrides any different arbitration agreement between us, including any arbitration agreement in a lease or finance contract.

Limitation of Liability

To the fullest extent permitted by law, we are not liable for any incidental, special or consequential damages arising out of this Agreement. Your sole and exclusive remedy under this Agreement will be limited to reimbursement of your Pre-Order Payment.



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No Resellers; Discontinuation; Cancellation

Lasso Loop and its affiliates sell appliances directly to end-consumers, and we may unilaterally cancel any order that we believe has been made with a view toward resale of the Appliance or that has otherwise been made in bad faith. We may also cancel your pre-order and refund your Pre-Order Payment if we discontinue a product, feature or option after the time you place your pre-order or if we determine that you are acting in bad faith.

Governing Law; Integration; Assignment

This agreement and any action related thereto will be governed by the laws of the State of California, without regards to its conflict of laws provisions. The parties expressly consent to personal and exclusive jurisdiction in the state and federal courts located in the County of San Francisco, and you and Bumblebee each waive any objection to jurisdiction and venue in such courts. Prior agreements, oral statements, negotiations, communications, or representations about the Bumblebee sold under this Agreement are superseded by this Agreement. Terms relating to the pre-order not expressly contained herein are not binding. We may assign this Agreement at our discretion to one of our affiliated entities.

State Specific Provisions

For **NEW YORK** residents: If the Appliance is not delivered in accordance with the Agreement within 30 days following the estimated delivery date, you have the right to cancel the Agreement and receive a full refund, unless the delay in delivery is attributable to you.

For **MASSACHUSETTS** residents: ATTENTION PURCHASER: All appliances are WARRANTED as a matter of state law. They must be fit to be used safely in your home and must remain in good running condition for a reasonable period of time. If you have significant problems with the Appliance or if it will not pass a Massachusetts inspection, you should notify us immediately. We may be required to fix the appliance or refund your money. THIS WARRANTY IS IN ADDITION TO ANY OTHER WARRANTY GIVEN BY US.

For **WASHINGTON, D.C.** residents: NOTICE TO PURCHASER
IF, AFTER A REASONABLE NUMBER OF ATTEMPTS, THE MANUFACTURER, ITS AGENT, OR AUTHORIZED DEALER IS UNABLE TO REPAIR OR CORRECT ANY



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NON-CONFORMITY, DEFECT, OR CONDITION WHICH RESULTS IN SIGNIFICANT IMPAIRMENT OF THE APPLIANCE, THE MANUFACTURER, AT THE OPTION OF THE CONSUMER, SHALL REPLACE THE APPLIANCE WITH A COMPARABLE APPLIANCE, OR ACCEPT RETURN OF THE APPLIANCE FROM THE CONSUMER AND REFUND TO THE CONSUMER THE FULL PURCHASE PRICE, INCLUDING ALL SALES TAX, AND ANY SIMILAR GOVERNMENT CHARGES. IF YOU HAVE ANY QUESTIONS CONCERNING YOUR RIGHTS, YOU MAY CONTACT THE DEPARTMENT OF CONSUMER AND REGULATORY AFFAIRS.

This Agreement is entered into and effective as of the date you accept this Agreement, by electronic means or otherwise. By confirming and accepting this Agreement, you agree to the terms and conditions of this Agreement.

The power to change recycling for good