

Purchase Agreement

PLEASE READ THIS PURCHASE AGREEMENT (THE "AGREEMENT"). BY USING THIS PRODUCT, YOU ARE INDICATING YOUR ACCEPTANCE OF THE TERMS OF THIS AGREEMENT.

In consideration of payment by you (the "Customer") to Rescue Ready, LLC (the "Seller") (each a "Party" and collectively the "Parties"), the Seller is providing the Rescue Ready RetroFit ladder (the "Product") under the terms and conditions listed in this Agreement.

The Rescue Ready RetroFit ladder is intended for emergency use; it is intended to be used only once; and it can be used on a first or second story window only (the "Intended Uses"). It cannot be repackaged or reused. The Customer assumes the risk for any use of the Rescue Ready RetroFit ladder outside of its Intended Uses.

The Rescue Ready RetroFit ladder should only be stored in its designated location, under the bottom of a window sash. It must be properly pre-rigged and anchored to the load-bearing structural components of a home before use.

No agent, employee, or representative of Seller has any authority to bind Seller to any affirmation, representation, or warranty concerning the goods sold under this contract, and unless an affirmation, representation, or warranty made by an agent, employee, or representative is specifically included within this Agreement, it will not be enforceable by Customer.

Seller's liability to Customer is **exclusively** limited to repair, replacement, or refund of the original purchase price of the Product. Seller will not be responsible to Customer for consequential or incidental damages or expenses of any kind or nature, regardless of the cause, even if Seller has any knowledge regarding the probability of their occurrence. Without limiting the generality of this statement, Seller will not be liable for injury to persons or property; loss of use of the Product; lost goodwill; lost profits; work stoppage; impairment of or damage to other goods; loss of anticipated sales; and/or any expenditures, investments, commitments made by Customer in connection with this Agreement.

IN NO EVENT SHALL SELLER BE LIABLE UNDER THIS AGREEMENT TO THE CUSTOMER FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, STATUTORY, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF USE, LOSS OF TIME, INCONVENIENCE, LOSS BUSINESS OPPORTUNITIES, LOSS SALES, DAMAGE TO GOOD WILL OR REPUTATION, OR LOSS OF DATA, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN. IN NO EVENT SHALL SELLER'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, CLAIMS, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE) OR OTHERWISE) EXCEED THE AMOUNT PAID BY YOU, IF

ANY, FOR REPAIRING, REPLACING, OR REFUNDING THE ORIGINAL PURCHASE PRICE OF THE PRODUCT.

EXCEPT AS HEREIN STATED, THE SELLER SHALL NOT BE LIABLE FOR ANY DAMAGES OR FOR THE BREACH OF ANY WARRANTY, EXPRESS OR IMPLIED, WHETHER OF MERCHANTABILITY OR FITNESS FOR ANY PURPOSE OR OTHERWISE, OR FOR ANY OTHER OBLIGATION OR LIABILITY ON ACCOUNT OF THE PRODUCTS COVERED BY THIS AGREEMENT WHICH IT MAY SELL TO CUSTOMER.

It is further understood and agreed that this Agreement shall be governed by, construed, and enforced in accordance with and subject to the laws of the Commonwealth of Virginia, applied without giving effect to any conflict of laws principles. In the event that a dispute arises between the Parties, the Parties irrevocably consent to personal jurisdiction in the Commonwealth of Virginia and agree that venue shall be proper only in the state and federal courts located in Norfolk, Virginia.

By using the Product, the Customer represents that he/she has read the foregoing Agreement and that they fully understand the same, and that this Agreement is executed for the consideration herein expressed, the sufficiency of which is hereby expressly acknowledged.

Should any provision of this Agreement subsequently be held to be illegal, invalid, or unenforceable, under any present or future laws or judicial decisions, such provisions shall be fully severable from the remainder of this Agreement, the remaining provisions shall not be affected thereby, and shall continue to be enforceable to the full extent permitted by law.