TERMS OF SALE

1. THIS DOCUMENT CONTAINS VERY IMPORTANT INFORMATION REGARDING YOUR RIGHTS AND OBLIGATIONS, AS WELL AS CONDITIONS, LIMITATIONS, AND EXCLUSIONS THAT MIGHT APPLY TO YOU. PLEASE READ IT CAREFULLY.

THESE TERMS OF SALE REQUIRE THE USE OF ARBITRATION TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS.

BY PLACING AN ORDER FOR PRODUCTS OR SERVICES FROM THIS WEBSITE, YOU AFFIRM THAT YOU ARE OF LEGAL AGE TO ENTER INTO THIS AGREEMENT, AND YOU ACCEPT AND ARE BOUND BY THESE TERMS OF SALE. YOU AFFIRM THAT IF YOU PLACE AN ORDER ON BEHALF OF AN ORGANIZATION OR COMPANY, YOU HAVE THE LEGAL AUTHORITY TO BIND ANY SUCH ORGANIZATION OR COMPANY TO THESE TERMS OF SALE.

YOU MAY NOT ORDER OR OBTAIN PRODUCTS OR SERVICES FROM THIS WEBSITE IF YOU (i) DO NOT AGREE TO THESE TERMS OF SALE, (ii) ARE NOT THE OLDER OF (A) AT LEAST 18 YEARS OF AGE OR (B) LEGAL AGE TO FORM A BINDING CONTRACT WITH AMERICAN RENTAL ASSOCIATION, OR (iii) ARE PROHIBITED FROM ACCESSING OR USING THIS WEBSITE OR ANY OF THIS WEBSITE’S CONTENTS, PRODUCTS OR SERVICES BY APPLICABLE LAW.

a. These terms and conditions (these “Terms of Sale”) apply to the purchase and sale of products and services through ararental.org (the “Website”). These Terms of Sale are subject to change by American Rental Association (referred to as “ARA,” “us,” “we,” or “our” as the context may require) without prior written notice at any time, in our sole discretion. All changes are effective immediately when we post them, and apply to all purchases on the Website after the changes. You should review these Terms prior to purchasing any product or services that are available through this Website. Your continued use of this Website following the posting of revised Terms of Sale means that you accept and agree to the changes.

b. These Terms of Sale are an integral part of the Website Terms of Use that apply generally to the use of our Website. You should also carefully review our Privacy Notice before placing an order for products or services through this Website (see Section 10).

2. Order Acceptance and Cancellation

c. You agree that your order is an offer to buy, under these Terms of Sale, all products and services listed in your order. All orders must be accepted by us or we will not be obligated to sell the products or services to you. We may choose not to accept orders at our sole discretion, even after we send you a confirmation email with your order number and details of the items you have ordered.

3. Prices and Payment Terms

a. All prices, discounts, and promotions posted on this Website are subject to change without notice. The price charged for a product or service will be the price advertised on this Website at the time the order is placed, subject to the terms of any promotions or discounts that may be applicable. The price charged will be
clearly stated in your order confirmation email. Price increases will only apply to orders placed after the time of the increase. Posted prices do not include taxes or charges for shipping and handling. All such taxes and charges will be added to your total price and will be itemized in your shopping cart and in your order confirmation email. We strive to display accurate price information, however we may, on occasion, make inadvertent typographical errors, inaccuracies or omissions related to pricing and availability. We reserve the right to correct any errors, inaccuracies, or omissions at any time and to cancel any orders arising from such occurrences.

b. We accept Visa, MasterCard, American Express, Discover, checks, and wire transfers for all purchases. You represent and warrant that (i) the credit card information you supply to us is true, correct and complete, (ii) you are duly authorized to use such credit card for the purchase, (iii) charges incurred by you will be honored by your credit card company, (iv) you will pay charges incurred by you at the posted prices, including shipping and handling charges and all applicable taxes, if any, regardless of the amount quoted on the Website at the time of your order, and (v) you authorize ARA to apply the charges incurred by you to the credit card you provide ARA.

4. Shipments; Delivery; Title and Risk of Loss
   a. We will arrange for shipment of the products to you. Please check the individual product page for specific delivery options. You will pay all shipping and handling charges unless otherwise specified in the order confirmation.
   b. Title and risk of loss pass to you upon our transfer of the products to the carrier. Shipping and delivery dates are estimates only and cannot be guaranteed. We are not liable for any delays in shipments.

5. Returns and Refunds
   a. Except for any products designated on the Website as non-returnable, we will accept a return of the products for a refund of your purchase price, less the original shipping and handling costs, provided such return is made within 30 days of delivery with valid proof of purchase and provided such products are returned in their original condition. To return products, please call the American Rental Association at 1-800-334-2177.
   b. You are responsible for all shipping and handling charges on returned items. You bear the risk of loss during shipment.
   c. Refunds are processed within approximately 7 business days of our receipt of your merchandise. Your refund will be credited back to the same payment method used to make the original purchase on the Website. WE OFFER NO REFUNDS ON ANY PRODUCTS DESIGNATED ON THIS SITE AS NON-RETURNABLE.

6. No Warranty
   a. WE MAKE NO WARRANTY WHATSOEVER WITH RESPECT TO THE PRODUCTS OR SERVICES PURCHASED THROUGH THE SITE, INCLUDING ANY (i) WARRANTY OF MERCHANTABILITY; (ii) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (iii) WARRANTY OF TITLE; OR (iv) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.
b. Products manufactured by a third party (“Third Party Product”) may constitute, contain, be contained in, incorporated into, attached to or packaged together with, the products. For the avoidance of doubt, **WE MAKE NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD PARTY PRODUCT, INCLUDING ANY (i) WARRANTY OF MERCHANTABILITY; (ii) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (iii) WARRANTY OF TITLE; OR (iv) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.**

7. Limitation of Liability
   a. **TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT SHALL ARA, ITS AFFILIATES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR PURCHASE OF PRODUCTS OR SERVICES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE.**

8. Goods Not for Resale or Export
   a. You represent and warrant that you are buying products or services from the Website for your own use only, and not for resale or export.

   a. You acknowledge and agree that ARA is and will remain the sole and exclusive owner of all intellectual rights in and to each product and service made available on this Website and any related specifications, instructions, documentation or other materials, including, but not limited to, all related copyrights, patents, and trademark. You do not and will not have or acquire any ownership of these intellectual property rights in or to the products or services made available through this Website.

10. Privacy
    a. **Our Privacy Notice, governs the processing of all personal data collected from you in connection with your purchase of products or services through the Website.**

11. Force Majeure
    a. We will not be liable or responsible to you, nor be deemed to have defaulted or breached these Terms of Sale, for any failure or delay in our performance under these Terms of Sale when and to the extent such failure or delay is caused by or results from acts or circumstances beyond our reasonable control, including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental
actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to our workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

12. Governing Law and Jurisdiction
   a. All matters relating to these Terms of Sale, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Illinois without giving effect to any choice or conflict of law provision or rule (whether of the State of Illinois or any other jurisdiction). Any legal suit, action, or proceeding arising out of, or related to, these Terms of Sale shall be instituted exclusively in the federal courts of the United States or the courts of the State of Illinois, in each case located in the City of Moline and County of Rock Island, although we retain the right to bring any suit, action, or proceeding against you for breach of these Terms of Sale in your country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

13. Arbitration
   a. At ARA’s sole discretion, it may require You to submit any disputes arising from these Terms of Sale, including disputes arising from or concerning its interpretation, violation, invalidity, non-performance, or termination, to final and binding arbitration under the Rules of Arbitration of the American Arbitration Association applying Illinois law.

14. Assignment
   a. The Terms of Sale, and any rights available to you under this Terms of Sale, may not be transferred or assigned by you, however the Terms of Sale, and any rights hereunder may be assigned by ARA without restriction.

15. Waiver and Severability
   a. No waiver by ARA of any term or condition set out in these Terms of Sale shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of ARA to assert a right or provision under these Terms of Sale shall not constitute a waiver of such right or provision. If any provision of these Terms of Sale is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Sale will continue in full force and effect.

16. No Third-Party Beneficiaries
   a. These Terms of Sale do not and are not intended to confer any rights or remedies upon any person or entity other than you.

17. Notices
   a. To You. We may provide any notice to you under these Terms of Sale by: (i) sending a message to the e-mail address you provide or (ii) posting to the Website. Notices sent by e-mail will be effective when we send the e-mail and notices we
provide by posting will be effective upon posting. It is your responsibility to keep your e-mail address current.

b. To Us. To give us notice under these Terms of Sale, you must contact us as follows: (i) by facsimile transmission to 309-277-4207; or (ii) by personal delivery, overnight courier or registered or certified mail to Marcy Johnson, 1900 19th St. Moline, IL 61265. We may update the facsimile number or address for notices to us by posting a notice on the Website. Notices provided by personal delivery will be effective immediately. Notices provided by facsimile transmission or overnight courier will be effective one business day after they are sent. Notices provided by registered or certified mail will be effective three business days after they are sent.

18. Entire Agreement

a. Our order confirmation, these Terms of Sale, our Website Terms of Use, our Privacy Notice, and any other legal notices published by ARA constitute the sole and entire agreement between you and the American Rental Association regarding the matters contained in these Terms of Sale.