

## Demo Program Terms and Conditions

This demo program agreement is made and effective by completing the checkout and payment process, by and between Rasmussen Gas Logs and Grills ("Rasmussen") and demo grill user ("User"). By completing the checkout and payment process, User agrees to be bound by these terms and conditions, whether or not User has read them. Rasmussen may modify these terms and conditions, at its sole discretion, at any time and any modifications shall become effective immediately upon posting on this website. By completing the checkout and payment process, User indicates acceptance of the modified Terms and Conditions. Rasmussen and User agree as follows:

1. **Purpose.** The purpose of the demo grill program is for consumers to evaluate a Solaire grill over a two weekend period ("demo period") before making a purchase of a new Solaire grill. The short term demo period constitutes a lease. User has possession and use of the demo grill only for the demo period and must surrender same in good repair, condition and working order, ordinary wear and tear resulting from proper use thereof alone excepted, by delivery of the demo grill as instructed by Rasmussen. Ordinary wear and tear is determined by Rasmussen in its sole discretion using common and ordinary meanings of those terms. Rasmussen uses its Solaire Accent as its demonstrator model ("demo grill"). The demo grill is designed for outdoor use only and must not be used indoors. The demo grill is intended to be used by User for User's own personal use and not for commercial use. User further agrees to follow all instructions included with the demo grill about the grill use and acknowledges that improper use of the demo grill can result in personal injury or property damage.
2. **Period.** The demo period shall commence on the day of the first attempt by the parcel carrier to deliver the item, and expire on the second weekend following receipt of the demo grill. The demo grill must be shipped to ready for shipment to Rasmussen on the Tuesday immediately following the second weekend during business hours. In the event the last day is a holiday, a shipping extension to the next UPS working day is granted.
3. **Demo Condition / Demo Care.** The Solaire Accent grill is a demonstrator model that may be either a new or refurbished unit. User agrees to accept the demo grill "as is" provided to User during the demo period and agrees to accept full responsibility for the care of the demo grill while in User's possession. User further agrees to be responsible for the replacement at full retail value of the demo grill if not returned to Rasmussen upon request or if lost or stolen, and User authorizes Rasmussen to charge User's credit card for the full retail value. In addition, User agrees to be responsible for the replacement at full retail value of the demo grill damaged while in User's possession and also authorizes Rasmussen to charge User's credit card for the full

retail value. User understands that Rasmussen is the sole judge of what constitutes "damage" in this regard.

4. **Shipping.** Rasmussen will ship the demo grill to User's premises. Rasmussen reserves the right to ship the demo grill only to the billing address of User's credit card and will not ship a demo grill to an address outside of the continental United States. Rasmussen will notify User by email at the email address provided by User of the demo grill shipment date. Rasmussen will not ship on federal holidays. While Rasmussen will do its best to provide an estimate of a shipment date and an arrival date of the demo grill, these estimates do not constitute a guarantee of these dates. User is encouraged to order in a timely fashion to avoid delays caused by shipping or product availability. In the unlikely event that the demo grill appears damaged when User receives the demo grill via shipment, User shall notify Rasmussen immediately within three hours of receiving the shipment. User further agrees to cooperate with Rasmussen in filing a damage claim with UPS. User agrees to clean the demo grill prior to shipping to remove all debris and liquids resulting from demo grill use, repack the demo grill as instructed in the same shipping box, and ship the demo grill as instructed by Rasmussen.
5. **Payment Terms.** The demo grill use fee is \$147 for the two weekend demo period and covers the cost of UPS shipping to and from User's location in the continental United States and demo grill use for the demo period. User gives permission to Rasmussen to charge User's credit card \$100 per day for each day User keeps the demo grill in its possession after the demo period is complete. Upon return of the demo grill in satisfactory condition as determined by Rasmussen in its sole discretion, User will receive a \$147 discount certificate to apply toward the purchase of a new Solaire Infrared Grill 27" model or larger within 30 days from date the demo period ended. The new Solaire Grill purchase date shall be governed by the date of the sales order from a participating dealer. This \$147 discount certificate is not applicable to the Solaire portable grill models.
6. **Title.** The demo grill is, and shall at all times be and remain, the sole and exclusive property of Rasmussen. The User shall have no right, title or interest therein or thereto except as expressly set forth in this agreement.
7. **Limit of Liability.** Rasmussen assumes no liability or responsibility for any errors or omissions in the content of the website, for any failures, delays or interruptions in the delivery of the demo grill, or for any losses or damages arising from the improper use of the demo grill. Rasmussen does not represent or warrant that the information accessible on its website is accurate, complete or current. Price and availability information is subject to change without notice. In no event shall Rasmussen be liable to User for any special, incidental, indirect, or consequential damages of any kind, or any damages resulting from the use or loss of use of the equipment, whether or not

advised of possibility of damage, and on any theory of liability, arising out of or in connection with the use or performance of the demo grill or the information on Rasmussen's website. While Rasmussen will make a reasonable effort to return any property belonging to User that it receives, Rasmussen will not be liable for any losses of or damage to such property.

8. **Indemnity.** User shall indemnify and hold harmless Rasmussen against all losses, damage, expense and penalty, including reasonable attorneys fees, arising from, related to, or connected with any action on account of any injury to person or property of any character occasioned by the operation, handling or transportation of the demo grill during the demo period or while the demo grill is in User's possession or control.
9. **Modification / Waiver.** This agreement may not be modified orally, and a waiver or modification of any provision shall not be construed as a waiver or modification of any other provision or as consent to any subsequent waiver or modification. The failure of either party to enforce any provisions of this agreement shall not be deemed a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this agreement. Acceptance of use fee does not waive Rasmussen's right to enforce any provisions of this agreement.
10. **Severability.** Every term and provision of this agreement is intended to be severable. If any one or more of them is found to be unenforceable or invalid, that shall not affect the other terms and provisions, which remain binding and enforceable.
11. **Venue.** This agreement shall be construed and enforced to the laws of the State of California and both parties agree that the U.S. District Court for the Central District of California and/or the California Superior Court for the County of Los Angeles shall have exclusive jurisdiction over any dispute between the parties regarding this agreement.