

Rental Terms

These Rental Terms (“**Rental Terms**”) are part of our Terms of Service <https://www.healthyhorizonsonline.com/terms-and-conditions> and apply if you rent Medela or Ameda products or accessories (“**Equipment**”) through the services offered by Healthy Horizons Corporate Lactation Services, Inc. a Delaware corporation and Healthy Horizons Breastfeeding Centers, Inc., a California corporation (together, “**Healthy Horizons**,” “**we**,” or “**us**”).

To the extent that there is any conflict between these Rental Terms and any other agreements between you and Healthy Horizons with respect to terms specific to the equipment rentals, these Rental Terms will control.

1. Lease. Healthy Horizons agrees to lease to you, and you agree to lease from Healthy Horizons, the Equipment. You agree that you have no rights to the Equipment except as expressed in these Rental Terms.

2. Operation. Only authorized parts made by the Equipment manufacturer may be used with the Equipment. You may elect to separately purchase an accessory kit, which will be your property. You acknowledge and agree that it is your responsibility to maintain the Equipment in a good state of repair, normal wear and tear excepted. You further acknowledge and agree that you will use the Equipment only for its intended purpose. You further acknowledge and agree that you will follow Healthy Horizons' instructions regarding the use and maintenance of the Equipment. We recommend that the Equipment be serviced no less than once per calendar quarter. You agree not to move the Equipment out of state without our prior written consent, and agree to inform Healthy Horizons immediately of any change of address.

3. Rent. You agree to pay the applicable rental fees (“**Rental Fees**”) in accordance with the rental plan you have selected (“**Rental Plan**”). In addition, the following rental terms apply:

- a. Payments are due, in advance, on the due date specified in your Rental Plan.
- b. Your credit card on file will be charged for a security deposit in the amount specified in your Rental Plan.
- c. In the event that the Equipment is not returned on the due date specified in your rental plan:
 - (i) You will be charged a daily late fee at the rate specified in your Rental Plan, until such time as you return the Equipment or your Rental Plan automatically renews, as described below.
 - (ii) For monthly rentals, your Rental Plan will be extended for an additional month in the event that your Equipment is two (2) weeks overdue. In such event, your credit card will be charged the monthly Rental Fees. Your Rental Plan will continue to be extended month-to-month until the Equipment is returned. For purposes of clarification, a one-month rental equals 30 calendar days.
 - (iii) For weekly rentals, your Rental Plan will be extended for an additional week in the event that your Equipment is four (4) calendar days overdue. In such event, your credit card will

be charged the weekly Rental Fees. Your Rental Plan will continue to be extended week-to-week until the Equipment is returned.

(iv) Rental Plans that opt not to have a set due date but a recurring monthly charge until the Equipment is returned will be charged for the next month four (4) calendar days after the initial month and every month after until the Equipment is returned.

d. The minimum length of a Rental Plan is one (1) week for parents renting from Burlingame or Menlo Park Breastfeeding Centers. The minimum length of a Rental Plan from Stanford LPCH, online with shipping, online with delivery, during Shelter in Place Orders, or for use at a company is one (1) month.

e. A weekly Rental Plan may be changed into a monthly Rental Plan within the initial three (3) days of the Rental Plan. Otherwise the first full week will be charged the weekly Rental Fees.

f. Refunds can be given on the remaining unused paid time on a Rental Plan if the Equipment is returned early, however no prorated refunds will be given on Rental Fees for the current month or week. If the payment of Rental Fees was made more than sixty (60) calendar days prior to return of the Equipment, a 5% fee on the balance of the refund will be deducted. The minimum rental length of one (1) month must be met before the order is eligible for a refund if rented online or from Stanford LPCH or for a company and a minimum rental length of two (2) weeks if rented from the Burlingame or Menlo Park Breastfeeding Centers.

g. The rental rates for the Equipment and the purchase price for the kit do not include any applicable sales or use tax. You are responsible for paying these amounts.

4. Shipping and Pickup. Once your Equipment has shipped, we will provide you with a tracking number. Carrier or shipping delays are out of Healthy Horizons' control and must be resolved with the shipping carrier directly. All shipping fees are non-refundable. If in-person pick-up is selected, the order must be picked up at the pre-selected location during Healthy Horizon's normal business hours. The rental start date begins on the date the Equipment is reserved.

5. Return of Equipment.

5.1 Obligation to Return Equipment. You are responsible for inspecting, properly packing, cleaning and returning the Equipment to Healthy Horizons no later than the expiration of your Rental Plan. Equipment must be returned to Healthy Horizons Burlingame or Healthy Horizons Menlo Park. Equipment cannot be returned at Stanford LCPH. Corporate orders may be returned to Healthy Horizons by UPS or FedEx. In the event that you fail to return the Equipment for any reason, you will be responsible for the full replacement cost of the Equipment, in addition to ongoing rental fees, until your account balance is paid in full.

5.2 Condition of Equipment Upon Return. You must return the Equipment in the same condition as when delivered to you, ordinary wear and tear excepted. In addition, you agree that:

a. You will return the Equipment in clean condition. If the Equipment is not clean, you agree to pay Healthy Horizons a minimum cleaning fee of \$50.00. The Equipment must be cleaned with an approved cleaner, such as Cavicide. Unapproved cleaners include, but are not limited to, Bleach, Clorox Wipes and Lysol Wipes.

b. You will return the Equipment in good repair. If the Equipment is not in good repair, you agree to pay Healthy Horizons a minimum charge of \$200.00.

c. If a case was included and is missing with an Equipment rental, you agree to pay Healthy Horizons \$150.00 for the replacement cost.

d. If a bottle holder was included and is missing with an Equipment rental, you agree to pay Healthy Horizons \$19.00 for the replacement cost.

6. Collection. You agree to allow Healthy Horizons, Medela, Inc., Ameda Inc, or any agency involved in collection of overdue amounts and/or equipment to obtain a credit report on you. You will be responsible for all reasonable legal fees and other costs involved in collection of overdue amounts and/or recovery of equipment.

7. Limited Warranty. Healthy Horizons warrants to repair or replace the Equipment with identical or similar Equipment if the Equipment fails to operate in accordance with the manufacturer's specifications and operation instructions. Such replacement shall be made as soon as practicable after you return the non-conforming Equipment.

The limited warranty above does not apply where the Equipment has been subjected to abuse, misuse, neglect, negligence, accident, improper testing, improper storage, improper handling, abnormal physical stress, abnormal environmental conditions, or use contrary to any instructions issued by Healthy Horizons, Medela, Inc. and Ameda Inc.

OTHER THAN AS SET FORTH ABOVE, HEALTHY HORIZONS MAKES NO WARRANTY WHATSOEVER, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY AGAINST INTERFERENCE; OR (d) WARRANTY AGAINST INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADEMARK, TRADE SECRET, OR OTHER PROPRIETARY RIGHTS OF A THIRD PARTY; WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.

THE REMEDIES SET FORTH IN THIS SECTION ARE YOUR SOLE AND EXCLUSIVE REMEDIES AND HEALTHY HORIZONS' ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH HEREIN. THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED.

8. Title and Risk of Loss. You shall bear all risk of loss, damage, destruction, theft, and condemnation to or of the Equipment from any cause whatsoever ("**Loss**") until the Equipment has been returned to Healthy Horizons. You shall notify Healthy Horizons in writing immediately of any such Loss.

9. Governing Law. This Agreement shall be construed under the laws of the State of California.

10. Assignment; Successors and Assigns. You agree that you will not allow any other person who is not a party to our Rental Plan to use the Equipment. You will not assign, transfer, delegate, or subcontract any of your rights or obligations under these Rental Terms or your Rental Plan without the prior written consent of Healthy Horizons. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve you of any of obligations hereunder. These rental terms are binding upon and inure to the benefit of the parties to these Rental Terms and their respective permitted successors and permitted assigns.

11. No Third-Party Beneficiaries. These Rental Terms benefit solely the parties hereto and their respective permitted successors and assigns and nothing in these Rental Terms, express or implied,

confers on any other person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Rental Terms.

12. Limitation of Liability.

12.1 IN NO EVENT SHALL HEALTHY HORIZONS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOSS OF USE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT HEALTHY HORIZON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

12.2 IN NO EVENT SHALL HEALTHY HORIZONS' AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO HEALTHY HORIZON FOR THE PRODUCTS AND SERVICES LEASED HEREUNDER.

The limitation of liability set forth above shall: (i) only apply to the extent permitted by law, and (ii) not apply to (A) liability resulting from our gross negligence or willful misconduct and (B) death or bodily injury resulting from our acts or omissions.

13. Indemnification. You will indemnify, defend, and hold harmless Healthy Horizons and its officers, directors, employees, agents, affiliates, successors, and permitted assigns (collectively, "**Indemnified Party**") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of any kind, including reasonable attorneys' fees, fees and the costs of enforcing any right to indemnification under these Rental Terms, and the cost of pursuing any insurance providers, incurred by Indemnified Party/awarded against Indemnified Party in a final judgment, relating to/arising out of or resulting from any claim of a third party arising out of or occurring in connection with the Equipment or your negligence, willful misconduct, or breach of these Rental Terms. You will not enter into any settlement without Healthy Horizons' or Indemnified Party's prior written consent.

14. Term and Termination. Healthy Horizons has the right to cancel a Rental Plan at any time with three (3) days' advance written notice. In addition to any remedies that may be provided in these Rental Terms, Healthy Horizons may terminate a Rental Plan with immediate effect upon notice to you, if you: (i) fail to pay any amount when due; or (ii) have not otherwise performed or complied with any of the terms of these Rental Terms or your Rental Agreement, in whole or in part.

15. Severability. If any term or provision of these Rental Terms is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of these Rental Terms or invalidate or render unenforceable such term or provision in any other jurisdiction.

16. Headings. Headings in this Agreement are for convenience of reference only and are not to be used in any interpretation of the agreement between the parties.

☐ Please indicate that you have read and agree to the rental terms and conditions by checking this box.

