



## **Terrier Reservation Agreement**

Thank you for placing a reservation (a “Reservation”) for a Terrier robot (“Terrier”)! You’ve secured your place and approximate priority in the queue for finalizing your Terrier order. These Terrier Reservation Terms (“Terms”) govern your relationship with Rainier Labs, Inc. (“we,” “us,” or “Rainier Labs”) with respect to your Reservation of a Terrier.

### **1. Effective Date**

Your Reservation is effective when 1) you place your Reservation and assent to these Terms, and 2) we receive your “Reservation Payment,” which is the payment amount communicated to you during the reservation process, within 7 days of when you placed your Reservation.

### **2. Purchase Price**

The estimated purchase price of the Terrier is only an estimate. We are still working on the exact features and hardware the Terrier will have and so cannot confirm the exact price just yet. Your actual purchase price (“Purchase Price”) will ultimately be confirmed once you’ve configured your Terrier. We reserve the right to change the Purchase Price and to add, discontinue, or change the pricing of available options for the Terrier, at any time.

### **3. Order Process**

While this Reservation secures your approximate priority, it does not constitute the purchase or order of your Terrier. As production nears, we will invite you to complete the configuration of your Terrier and enter into a Purchase Agreement (and its terms) which will govern your purchase of the Terrier. You will be issued an updated Purchase Agreement whenever you or we make changes to your configuration. Prior to delivery, you will enter into a final Purchase Agreement (and its terms), which will detail your final Terrier configuration and Purchase Price, as well as any applicable taxes, duties, transport and delivery charges, and any other applicable fees. If you proceed with the order, your Reservation Payment can be applied towards the Purchase Price of your Terrier.

### **4. Delivery**

You understand that the Terrier is still under development at the time you’ve placed your Reservation, so we cannot guarantee exactly when your Terrier will actually be delivered. You further acknowledge that the Terrier is still in development, and therefore, (1) we may make modifications to the Terrier as it enters production (including changes that may result in a materially different Terrier from any prototypes or concepts shared or provided to you prior to production), and (2) we may cancel Reservations as we deem appropriate, including if the Terrier is not ready for commercial release or the development of the Terrier is significantly impacted. In addition, we reserve the right to update the areas in which we may prioritize delivery at any time, for any reason. Currently, we plan to begin deliveries in **April 2025**.



## **5. Cancellation**

Until you enter into the Purchase Agreement, your Reservation may be cancelled for any reason, by either you or us, in which case you will receive a full refund of your Reservation Payment. To cancel your reservation, you need only send an email to [contact@rainierlabs.ai](mailto:contact@rainierlabs.ai), and we'll initiate a refund of your Reservation Payment via Stripe.

## **6. Acknowledgements; Non-Transferable**

You understand that we will not hold your Reservation Payment separately or in an escrow or trust fund or pay any interest on your Reservation Payment. Your Reservation is not transferable or assignable to another party without our prior written consent.

## **7. Age and Residency**

You acknowledge that you are at least 18 years old. Currently, Terrier reservations are available for delivery to the United States and Australia only. Shipping and customs fees (international) are extra.

Rainier Labs may use and process your personal information (including, without limitation, your email address) to facilitate your placement of a Reservation. Rainier Labs may also use or disclose such personal information collected for Rainier Labs' current and future business purposes, such as product development, research, and legal compliance. Rainier Labs will use and process such personal information in accordance with applicable laws governing the processing of such personal information. You agree to all such collection, use, and disclosure. Notwithstanding the foregoing, Rainier Labs has no obligation to retain any data or information that you may have provided to Rainier Labs.

## **8. DISCLAIMER**

RAINIER LABS DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROTOTYPE ROBOT DISPLAYED BY RAINIER LABS, WHETHER BEFORE OR AFTER YOU HAVE AGREED TO THESE TERMS. YOU UNDERSTAND AND AGREE THAT THE TERRIER, ITS DESIGN AND TECHNICAL FEATURES ARE CURRENTLY UNDER DEVELOPMENT AND THAT THE TERRIER THAT MAY BE AVAILABLE FOR PURCHASE BY YOU MAY BE MATERIALLY DIFFERENT FROM ANY PROTOTYPE ROBOT SHARED OR CONCEPTUALIZED BY RAINIER LABS. IF FOR ANY REASON YOU ARE UNHAPPY WITH THE FINAL VERSION OF THE TERRIER, YOUR SOLE AND EXCLUSIVE REMEDY WILL BE TO CANCEL YOUR RESERVATION AS DESCRIBED HEREIN. FURTHERMORE, YOU UNDERSTAND AND AGREE THAT THIS IS NOT A SALE, AN OFFER TO SELL, OR A PURCHASE AGREEMENT TO BUY A TERRIER, AND THAT YOUR ABILITY TO BUY A TERRIER IS SUBJECT TO AVAILABILITY.

## **9. Limitation of Liability**



UNDER NO CIRCUMSTANCES WILL RAINIER LABS BE HELD LIABLE FOR ANY INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OR RELATED TO THESE TERMS. IN THE EVENT RAINIER LABS IS HELD LIABLE FOR ANY DAMAGES ARISING OUT OR RELATED TO THIS AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY UNDER THESE TERMS WILL BE LIMITED TO REIMBURSEMENT OF YOUR RESERVATION PAYMENT.

#### **10. Governing Law; Integration**

These Terms constitute the entire agreement between the parties pertaining to its subject matter and supersede all prior agreements, representations, and understandings of the parties. These Terms shall be governed by and construed in accordance with the laws of the State of California. You may not assign this Agreement or any of the rights granted to you hereunder.