

PELOTON COMMERCIAL PARTNER

STANDARD TERMS & CONDITIONS OF PURCHASE

1. Acceptance. The customer named on the Peloton invoice or ordering document that references these Standard Terms & Conditions of Purchase (“**Customer**”) hereby offers to purchase from Peloton Interactive, Inc. (“**Peloton**”) the products and services described on the relevant Peloton invoice or ordering document (“**Order**”) (respectively, “**Products**” and “**Services**”), subject to the below terms and conditions. These Standard Terms & Conditions of Purchase, together with information contained on the Order, and any additions or revisions mutually agreed to in a signed writing by Customer and Peloton (this “**Agreement**”) constitute the entire agreement between Customer and Peloton with respect to the purchase of the Products and/or Services specified on the Order, supersede all prior oral or written understandings relating thereto, and may not be modified or interpreted by reference to any prior course of dealing, usage of trade or course of performance. If a purchase order or any other communication from Customer contains provisions inconsistent with the provisions hereof, this Agreement will prevail and Peloton hereby notifies Customer of its objection to and rejection of any such provisions stated by Customer, whether or not material, that are in conflict with, inconsistent with, or in addition to those contained in this Agreement. Customer’s acceptance of delivery of or payment for any Products or Services provided hereunder constitutes Customer’s acceptance of this Agreement.

2. Orders. Peloton will use commercially reasonable efforts to supply to Customer such quantities of Products and Services as Customer orders pursuant to this Agreement. Customer may not cancel any Order after acceptance, and changes in order quantities require Peloton’s prior written consent. Peloton will use reasonable efforts to comply with such requests, but will not be responsible or liable for any failure to provide changed amounts. Notwithstanding any other provision herein, Peloton’s obligation to supply Products and Services to Customer is subject to availability and Peloton’s other obligations.

3. Payment Terms. Unless otherwise stated on the Order, invoiced amounts are due upon receipt and payable in U.S. dollars. Customer will pay or reimburse Peloton for all sales, use, value-added and other taxes (except taxes on Peloton’s net income) claimed or imposed by any governmental authority upon the sale of the Products and Services or payments to Peloton under this Agreement. Customer may not set off from any amounts due to Peloton any amounts claimed to be owed by Peloton to Customer for any reason.

4. Remedies. If Customer fails to pay when due any amount that Customer owes to Peloton for Products, Peloton has, in addition to any other rights of Peloton, the right (without liability to Customer) to repossess such Products, to suspend the provision of Services, and/or to require Customer to effect return delivery of such Products to Peloton at Customer’s expense. In addition, until Customer has paid to Peloton the entire amount due for such Products, Peloton will

retain a security interest in such Products in the amount of the full purchase price plus all other amounts due hereunder, and Peloton will retain all rights and remedies of a secured party under the Uniform Commercial Code as in effect at the time of delivery of such Products. A copy of Peloton’s invoice may be filed with the appropriate authorities at any time as a financing statement or chattel mortgage in order to perfect Peloton’s security interest. Upon request, Customer will execute any financing statements and other instruments necessary or appropriate for Peloton to perfect its security interest.

5. Shipment. Peloton will use commercially reasonable efforts to ship by the scheduled shipping date(s) on the Order, but shipping dates are not guaranteed. If no shipping date is specified, shipment will be made on date(s) selected by Peloton. In no event will Peloton be liable for any damages or penalties for delay in delivery or for failure to give notice of delay. Delivery may be made in advance of any scheduled delivery date upon reasonable prior notice to Customer. Except as otherwise specified in the Order, items will be packed for shipment and shipped in accordance with Peloton’s standard practices.

6. Title and Risk of Loss. Subject to Section 4, title to the Products sold by Peloton to Customer, and all risk of loss of or damage to such Products, pass to and are assumed by Customer upon delivery to the destination specified by Customer.

7. Inspection, Returns and Warranty Claims. Customer must carefully inspect all deliveries of Products and report promptly to Peloton any alleged error, shortage, defect or nonconformity of such Products. Products are non-returnable except as set out in Peloton’s Return Policy in effect at the time of purchase, the current version of which is located at www.pelotoncycle.com. Prior to initiating any return, Customer must call its designated Peloton account representative, or Peloton member support, and describe the issues with the Products. A return shipping fee is charged for some Products. The Peloton Commercial Bike Limited Warranty provided by Peloton (the “**Limited Warranty**”) applies to purchases of Commercial Bikes. Customer must contact member support to obtain warranty or support service for the Products and Services, whether under the Limited Warranty or otherwise. If Customer obtains service for the Products and Services from anyone other than a Peloton authorized representative, Customer may no longer receive protection under the Limited Warranty.

8. Product Use. Customer may not charge any fees of any kind for use of the Products and Services (e.g., pay-per-ride or access fees or subscription charges) without Peloton’s prior written consent in each instance (which may be withheld in Peloton’s sole discretion). Prior to using any Peloton Products and Services, all users are required to accept Peloton’s Terms of Service, Privacy Policy, and Subscription Terms and Conditions, the current versions of

which are located at www.pelotoncycle.com, as well as any other terms presented to users during the sign-in process (collectively, the “**Peloton Terms of Service**”). To the extent the Peloton Terms of Service, as applied to Customer, conflict with the terms of this Agreement, the terms of this Agreement control. Without limiting anything else in this Agreement or in the Peloton Terms of Service, Customer acknowledges and agrees that Customer is solely responsible for maintaining its premises and equipment in good working order, for posting all appropriate health and safety notices, and for obtaining waivers and releases of liability from all users of Customer’s facilities and equipment.

9. Professional Advice and Medical Disclaimers. The Products and Services offer health and fitness information and are designed for educational and entertainment purposes only. Customer should not, and will instruct its users not to, rely on such information as a substitute for, nor does it replace, professional medical advice, diagnosis, or treatment. The use of any information provided by the Products and Services is solely at the user’s own risk, and users should not disregard, avoid, or delay in obtaining medical or health related advice from a healthcare professional because of any information provided through the Products and Services. Nothing stated in the Products and Services are intended to be, nor may be taken to be, the practice of medical or counseling care (including without limitation, psychiatry, psychology, psychotherapy, or health care treatment, instructions, diagnosis, prognosis or advice). The Products and Services are continually under development, and Peloton makes no warranty of any kind, implied or express, as to the accuracy, completeness or appropriateness thereof for any purpose. In that regard, developments in medical research may impact health, fitness and nutritional advice. No assurance can be given that the Products and Services will always include the most recent findings or developments with respect to the particular material.

10. Insurance. Peloton does not provide theft, property, personal injury, or any other type of insurance to Customer, except that upon Customer’s request Peloton will provide evidence of coverage solely in connection with and for purposes of completing the delivery of Products to Customer’s premises. Customer acknowledges that it is Customer’s sole responsibility to insure Customer’s Products and Services, and Peloton shall have no liability to Customer in connection therewith.

11. Cancellation. If Customer breaches any material provision of this Agreement, Peloton may cancel all or part of any orders hereunder, at any time, without liability or payment to Customer. Peloton may also cancel all or part of this Agreement, without cause, at any time by written notice, in which case Peloton will refund to Customer the amounts specified in the Order that were previously paid by Customer for Products and Services not delivered prior to cancellation.

12. Limited Warranty and Warranty Disclaimer. It is the sole and exclusive responsibility of Customer to determine the suitability of any and all Products and Services for Customer’s

intended uses. THE LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PELOTON, AND PELOTON GIVES OR MAKES NO OTHER REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. NO REPRESENTATIVE OF PELOTON IS AUTHORIZED TO MAKE ANY OTHER REPRESENTATION OR WARRANTY OR MODIFY THE LIMITED WARRANTY OR THIS SECTION IN ANY WAY EXCEPT IN A WRITTEN AMENDMENT SIGNED BY AN AUTHORIZED REPRESENTATIVE OF PELOTON THAT MAKES SPECIFIC REFERENCE TO THIS AGREEMENT. WITHOUT LIMITING THE FOREGOING, PELOTON EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT, AS WELL AS ALL WARRANTIES ARISING OUT OF USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE.

13. Limitation of Liability. PELOTON’S SOLE LIABILITY, AND CUSTOMER’S EXCLUSIVE REMEDY, IN CONNECTION WITH THE SALE OR USE OF PRODUCTS AND SERVICES SOLD HEREUNDER, REGARDLESS OF THE FORM OF ACTION OR LEGAL THEORY, WILL BE STRICTLY LIMITED TO PELOTON’S OBLIGATIONS AS SPECIFICALLY AND EXPRESSLY PROVIDED HEREIN. IN NO EVENT WILL PELOTON HAVE ANY LIABILITY TO CUSTOMER ARISING OUT OF OR IN CONNECTION WITH THE SALE OR USE OF THE PRODUCTS AND SERVICES SOLD HEREUNDER OR THE TRANSACTIONS CONTEMPLATED HEREBY, IN AN AMOUNT IN EXCESS OF, AND PELOTON’S LIABILITY WILL BE STRICTLY LIMITED TO, AMOUNT(S) ACTUALLY RECEIVED BY PELOTON FROM CUSTOMER FOR THE PRODUCTS AND SERVICES THAT GIVE RISE TO THE LIABILITY. IN NO EVENT WILL PELOTON HAVE ANY LIABILITY, OBLIGATION OR RESPONSIBILITY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES ARISING IN ANY WAY IN CONNECTION WITH THE PRODUCTS AND SERVICES OR THEIR SALE OR USE, INCLUDING BUT NOT LIMITED TO DAMAGE TO PROPERTY, INJURY TO PERSONS, LOSS OF USE, DATA OR PROFITS, OR DELAYS OR INCONVENIENCE, EVEN IF PELOTON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Customer acknowledges that no guarantees or assurances have been made as to results that may be obtained from the use of the Products and Services whether used singly or in combination with other products or services. Customer acknowledges that it does not rely on, and waives any claim relating to, any recommendation or instruction given to Customer by Peloton or any of its representatives regarding the specifications, storage, handling, maintenance or use of Products and Services, which recommendation or instruction is followed or acted upon entirely at Customer’s own risk. Customer acknowledges that it is purchasing Products and Services to be used by its own end users. To the extent allowed by law, Peloton will not be liable to these end users, and Customer agrees to indemnify Peloton for any injuries incurred in connection with its users’ use of the Products and Services. There are inherent risks in the use of exercise equipment, and all users’ use of the Products is at their own risk.

14. Confidentiality. “Confidential Information” means all trade secrets, know-how, inventions, developments, software, pricing information and other business or technical information disclosed by or for Peloton, but not including any information that Customer can demonstrate is (a) rightfully furnished to it without restriction by a third party without breach of any obligation of confidentiality, (b) generally available to the public without breach of this Agreement, or (c) independently developed by it without access to or reliance on Peloton’s information. The pricing and quantity provisions in the Order constitute Confidential Information. Except for the specific rights granted by this Agreement, Customer will not use or disclose any Confidential Information without Peloton’s prior written consent, and will use reasonable care to protect it from unauthorized access, use or disclosure. Customer will be responsible for any breach of confidentiality by anyone to whom Customer discloses Confidential Information. Any breach or threatened breach of this provision will cause irreparable harm to Peloton for which money damages would not be an adequate remedy. Accordingly, Peloton will, in addition to any other legal or equitable remedies, be entitled to an injunction or similar equitable relief against any such breach or threatened breach without the necessity of posting any bond.

15. Marketing and Publicity. Peloton may provide Customer with copies of marketing collateral and/or guidelines for promoting the Products and Services; Customer has a limited right to copy and use such marketing collateral solely for purposes of marketing and promoting the Products and Services under this Agreement in accordance with Peloton’s promotional and trademark use guidelines (which may be updated from time to time in Peloton’s discretion) and the confidentiality restrictions herein. Without limiting the foregoing, all uses of Peloton’s name or trademarks, and any modifications to marketing collateral that Customer wishes to make, must be expressly approved by Peloton in writing, in advance. Customer agrees that Peloton may use Customer’s name, trademarks, logos and other branding features in connection with marketing-related communications and may reference Customer in partner listings.

16. Export Control. Customer will comply with the U.S. Foreign Corrupt Practices Act (regarding, among other things, payments to government officials) and all export laws and restrictions and regulations of the Department of Commerce, the U.S. Department of Treasury Office of Foreign Assets Control, or other United States or foreign agency or authority, and not export, or allow the export or re-export of any Product or Service in violation of any such restrictions, laws or regulations.

17. General. Communications under this Agreement will be in English, via email or in writing, and deemed to have been duly given upon receipt if sent to the email or address set forth on the Order or such other address as a party may specify. If any provision of this Agreement is determined to be invalid,

unenforceable or void for any reason, such provision will be limited or modified to the limited extent necessary to most closely reflect the parties’ intent and render the remainder of this Agreement in full force and effect and enforceable. The waiver of any breach will not be construed as a waiver of any succeeding breach of the same or any other provision, nor will any delay or omission to exercise any right or remedy, operate as a waiver. This Agreement and the transactions contemplated hereby will be governed by and construed in accordance with the laws of the State of New York without regard to its principles on conflicts of law. Exclusive jurisdiction and venue for any litigation arising under this Agreement is in the federal and state courts located in New York, New York, and both parties hereby consent to such jurisdiction and venue for this purpose. In any action to enforce this Agreement the prevailing party will be entitled to recover its reasonable attorneys’ fees and other costs incurred in connection with that action, in addition to any other relief to which such party may be entitled. Nothing contained in this Agreement will be deemed to constitute either party as the agent or representative of the other party, or both parties as joint venturers or partners for any purpose. In no event will Peloton have any liability for any delayed performance or nonperformance by Peloton that results, in whole or in part, directly or indirectly, from any cause beyond Peloton’s reasonable control, including (but not limited to) acts of God, wars, riots, civil disturbances, labor disputes, fires, storms, floods, earthquakes, natural disasters, inability to obtain or use raw or component materials or parts, labor, equipment, utilities, facilities, or transportation, and acts of any government or agency thereof. Customer’s order will be deemed suspended for so long as any such cause prevents or delays Peloton’s performance. In the event of any such suspension, Peloton will have the option, upon notice to Customer, to (a) terminate its obligation to sell any or all of the Products and Services, or (b) resume performance as soon as practicable after the suspension, and reschedule delivery of the Products and Services ordered hereunder to one or more deferred dates agreed upon by Customer and Peloton. This Agreement (i) constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and supersede all prior written or oral understandings and agreements as to such subject matter; (ii) may be amended or modified only by a writing executed by an authorized officer of the party against whom enforcement is sought; (iii) may not be assigned by Customer without the written consent of Peloton; and (iv) will be binding upon and inure to the benefit of the parties’ respective successors and permitted assigns.

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