

Privacy Policy

Effective Date: April 9, 2025

At **Arianna and Angelina Enterprises LLC, dba: A&A Enterprises**, your privacy matters to us. This Privacy Policy explains what information we collect, how we use it, and the choices you have regarding your personal information.

Information We Collect

When you contact us, request information, or purchase equipment, we may collect:

- Name
- Phone number
- Email address
- Mailing or billing address

We **do not knowingly collect sensitive personal information** or purchase information from third parties.

How We Use Your Information

We use your information to:

- Respond to inquiries
- Process equipment sales, rentals, or services
- Provide customer support
- Improve our website and customer experience
- Prevent fraud and protect our business
- Comply with legal obligations

We will only use your information for legitimate business purposes or with your consent.

Cookies & Website Analytics

Our website may use cookies and similar technologies to:

- Improve website performance
- Remember your preferences
- Analyze website traffic
- Help us improve our services

We may use **Google Analytics** to better understand how visitors use our website. You can disable cookies through your browser settings if you prefer.

Sharing Your Information

We respect your privacy.

We do **not sell your personal information**.

We may share information only when necessary:

- With trusted service providers who help us operate our business
- To comply with legal requirements
- During a business sale, merger, or transfer of assets

How We Protect Your Information

We use reasonable administrative, technical, and physical safeguards to protect your personal information.

While we work hard to keep your information secure, no online transmission or storage system can be guaranteed to be completely secure.

How Long We Keep Information

We keep your personal information only as long as necessary to:

- Provide our services
- Meet legal and tax obligations
- Resolve disputes
- Enforce our agreements

When information is no longer needed, we securely delete or anonymize it whenever possible.

Children's Privacy

Our website and services are not intended for anyone under the age of 18, and we do not knowingly collect personal information from children.

Your Privacy Rights

Depending on where you live, you may have the right to:

- Request access to your personal information
- Correct inaccurate information
- Request deletion of your information
- Receive a copy of your information

- Withdraw consent where applicable
- Opt out of certain advertising or data-sharing practices

To exercise these rights, contact us using the information below.

Changes to This Policy

We may update this Privacy Policy from time to time. Any changes will be posted on this page with the updated effective date.

Contact Us

If you have any questions about this Privacy Policy or wish to exercise your privacy rights, please contact us:

A&A Enterprises

2801 Centerville Road, First Floor -6058
Wilmington, DE 19808

Terms and Conditions:

Terms:

Applicability. These terms and conditions of sale (these "Terms") along with the terms of any purchase order executed by the parties which specifically reference these Terms (each, a "PO"), govern the sale of the equipment ("Equipment") by Arianna & Angelina Enterprises, LLC ("A&A") to the buyer named on the PO ("Buyer") as described in further detail therein. The accompanying PO and these Terms (collectively, this "Agreement") comprise the entire Agreement between the parties, and supersede all prior or contemporaneous understandings, Agreements, negotiations, representations, warranties, and communications, both written and oral.

Warranty. Equipment is sold "As Is" and "Where Is" condition "With All Faults." Unless expressly stated above, we make no representations or warranties, express or implied, concerning the equipment or its components, including without limitation any representations or warranties concerning functionality, conformity or compliance with any safety standard or requirement of any applicable authority or regulatory body, fitness for any particular purpose, or merchantability. You are strongly advised to, or send a qualified representative to perform a detailed inspection of the equipment prior to purchasing. We do our best to explain all items, and will be happy to provide additional photos, or answer any questions you may have to the best of our ability. The Equipment we sell is used, and may have defects that are not visible or noticeable to us in our own assessments. The pre-delivery testing we perform is limited in nature, and does not replicate the same type of load testing or demand required on a true working day in the field. If you choose to forego personally inspecting the Equipment, you understand and assume all liability of any issues that may arise with the Equipment. In the event that the above mentioned Equipment has been given a warranty of any kind, the Buyer agrees to accept responsibility for any transportation that becomes

necessary for repairs. Any warranty repairs made under this Agreement must be made at A&A's facility, or a facility of the A&A's choice after an approved and agreed proposal is made. Batteries, tracks, and tires are exempt from any given warranty. The Buyer is fully responsible for repairs necessitated by accident, misuse, or negligence. A&A will be in no way responsible for any claims of lost time or revenue in the event of a mechanical issue with the purchased Equipment. With regards to any written warranty given, unless the Buyer gives A&A written or electronic notice within five (5) days of delivery, the Buyer waives any claim it may have against A&A for any determinable deficiency or defect in said delivery of Equipment." While we believe the information in our descriptions to be accurate, A&A makes no warranty or guarantee whatsoever with respect to the Equipment including any (a) warranty of merchantability, (b) warranty of fitness for a particular purpose or duty, (c) warranties regarding operability or specifications, (d) warranties relating to the accuracy of information, year of manufacture, meters, or other measurements generated by the Equipment or provided by A&A relating to prior or continued usage of the Equipment, or (e) warranty of title, whether express or implied by law, course of deal, course of performance, usage of the trade, or otherwise. Most of skid steers are sold with a general purpose bucket. It's possible that the bucket in the advertisements may no longer be available, and we reserve the right to substitute with another that's similar in size. Because some of our machines are still in use after the advertisements are created, the hours could go up until the machines are sold.

Liability. Buyer assumes responsibility to ensure safe operation, and all safety procedures are followed by Equipment operator. Because most of our machines are not new, it is likely that some of the safety devices no longer work properly, or have been removed completely. The Buyer accepts full responsibility that safety features, labels, and decals may not be present and will advise those who operate the Equipment about this possibility. Furthermore, the Buyer assumes all liability whatsoever resulting from the possession or use of Equipment bought.

Limitation of liability. In no event shall A&A be liable to Buyer or any third party for loss of use, revenue or profit, diminution in value, costs of substitute products or for any consequential, indirect, 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 A&A has been advised of the possibility of such damages, and notwithstanding the failure of any agreed or any other remedy of its essential purpose. In no event shall A&A's 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 amounts paid to A&A for the Equipment giving rise to an applicable claim.

All deposits are non-refundable. Once a deposit is received, we consider the Equipment sold, therefore making the Equipment not available to other prospective Buyers. If you are unsure of your purchase, we ask that you refrain from offering a deposit to hold the Equipment. All sales are final and 100% pre-funding is required before items can be shipped or picked up. We will gladly accept major credit cards as a form of payment, however there is a 3% fee associated with these transactions.

Indemnification. Buyer agrees to indemnify, defend and hold harmless A&A and its affiliates, subsidiaries, employees, agents, members, officers, and attorneys from and against any and all claims, costs, damages, losses, liabilities, fines, penalties, settlements and expenses (including attorneys' fees and costs) arising out of or in connection with: (1) any breach of Buyer's representations, covenants or warranties or Buyer's failure to fulfill any of its obligations under the Agreement; (2) Buyer's use of the Equipment; (3) any bodily injury or death of any individual or damage to real or tangible personal property resulting from Buyer's acts or omissions; or (4) Buyer's failure to comply with applicable state, local or federal laws, rules or regulations applicable to the use of the Equipment or Buyer's performance of its obligations under this Agreement.

The terms of this Agreement are severable. If any provision hereof is deemed invalid or unenforceable by any court of competent jurisdiction, such provision will be modified to the minimum extent necessary to

make such provision valid and enforceable, or if no such modification shall be possible, deleted, and in either such event, the remainder of this Agreement will remain valid and in full force and effect.

Governing Law and Venue; Arbitration. All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the Commonwealth of Pennsylvania without giving effect to any choice or conflict of law provision. Any legal suit, action, or proceeding arising out of or relating to this Agreement shall be instituted exclusively in the federal and state courts located in or nearest to Delaware County, Pennsylvania (unless waived by A&A). You hereby consent and submit to such jurisdiction and venue and waive all claims that such venue constitutes an inconvenient forum.

Notwithstanding anything to the contrary, A&A will require Buyer to submit any disputes arising under this Agreement, including disputes arising from or concerning its interpretation, violation, invalidity, non-performance, or termination, to final and binding arbitration before a single arbitrator under the Rules of Arbitration of the American Arbitration Association applying Pennsylvania law with such arbitration to be held in Delaware County, Pennsylvania (unless waived by A&A).

The parties agree that this is the entire Agreement, and that no oral representation or Agreement has been made which would modify this Agreement or be a condition precedent or subsequent to the enforcement of this Agreement and that this Agreement may not be modified except by a writing signed by each of the parties. I have read this acknowledgement and understand its provisions. By signing below, I am verifying that I am in Agreement to purchase the listed Equipment and accept the terms and conditions as described above.