

1. Acceptance and Governing Provisions. This writing constitutes an offer by Fettle Fitness, to sell the products and/or services described herein (collectively, the "Goods") to the purchaser to which it is addressed (the "Purchaser"), subject to the terms and conditions set forth on the face and reverse sides hereof and as set forth in the attached Fettle Fitness Order and the attached Fettle Fitness Electrical (Treadmill Only) & Cabling (Entertainment Only) Requirements (collectively, the "Agreement"). Acceptance of this Agreement is limited to said terms and conditions; and Fettle Fitness hereby objects to any additional and/or different terms which may be contained in any of Purchaser's purchase order, acknowledgment or other forms, or in any other correspondence from Purchaser. In the event that any of the terms or conditions set forth in the Agreement conflict or are inconsistent with any of the terms or conditions contained in Purchaser's purchase order, acknowledgment, other forms, or in any other correspondence from Purchaser, then Purchaser expressly acknowledges and agrees that the terms and conditions set forth in the Agreement shall supersede and control this transaction. This offer expires 30 days from its date or upon Fettle Fitness's prior written notification thereof to Purchaser, unless Goods are subsequently shipped by Fettle Fitness and accepted by Purchaser. All contracts are subject to acceptance by Fettle Fitness only at McDonough, GA, and sales, however ordered, are understood to be fully made and consummated at McDonough, GA.

2. Payment. 100% of the purchase price is due and must be received by Fettle Fitness before shipment of the Goods, unless Purchaser has been approved for open credit. To apply for open credit, Purchaser must complete the Fettle Fitness Credit Application and submit to sales for review and approval, Fettle Fitness will determine credit based on [D&B and Credit Safe Reports](#) in addition to reference checking and review of complete Financials of Purchaser if credit reports and references are incomplete. Except as otherwise provided for herein, Purchaser shall pay the invoices in full, without deduction or set-off for any reason, in accordance with the payment terms set forth herein and in the invoices. Any amounts not received by Fettle Fitness within 30 days of Purchaser's receipt of Fettle Fitness's invoice shall be past due. Interest shall be payable at the rate of 18% per year (but not more than the highest rate permitted by applicable law) on all amounts past due. In the event Fettle Fitness's invoice is not paid according to the terms herein or in the invoice, Purchaser agrees to pay all costs of collection before and after judgment, including actual attorneys' fees. If in Fettle Fitness's sole judgment a Purchaser's financial condition at any time does not justify selling to Purchaser on open account, Fettle Fitness may require full payment in advance before proceeding with the order. If Purchaser defaults in any payment when due, then the entire purchase price shall become immediately due and payable in full or Fettle Fitness may at its option, without prejudice to other lawful remedies, defer delivery or cancel the order.

3. Taxes and Other Charges. Any manufacturer's tax, occupation tax, use tax, sales tax, excise tax, duty, custom, inspection or testing fee, or any other tax, fee or charge of any nature whatsoever imposed by any governmental authority, on or measured by the transaction between Fettle Fitness and Purchaser shall be paid by Purchaser in addition to the prices quoted or invoiced. In the event Fettle Fitness is required to pay any such tax, fee or charge, Purchaser shall immediately reimburse Fettle Fitness therefore upon demand by Fettle Fitness.

4. Delivery, Claims and Force Majeure. Delivery of products to a carrier at Fettle Fitness's facility or other loading point designated by Revalue Fitness shall constitute delivery of title to Purchaser; and regardless of shipping terms or freight payment, all risk of loss or damage in transit shall be borne by Purchaser. Fettle Fitness reserves the right to make delivery in installments; all such installments shall be separately invoiced and paid for when due per invoice, without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve Purchaser of its obligations to accept remaining deliveries. Claims for shortages or other errors in delivery must be made in writing to Fettle Fitness within 5 business days after Purchaser's receipt of shipment; and Purchaser's failure to give such written notice to Fettle Fitness shall constitute the unqualified acceptance of, and a waiver of all such claims by, Purchaser. Claims for loss or damage to Goods in transit shall be made to the carrier and not to Fettle Fitness. Purchaser's request for delivery reschedules shall be subject to Fettle Fitness's prior written approval and 30 days prior written notice. All delivery dates of Fettle Fitness are approximate. Further, Fettle Fitness shall not be liable for any damage, loss, liability or expense as a result of any delay or failure to deliver due to any cause beyond Fettle Fitness's reasonable control, including, without limitation, any act of God, act of the Purchaser, embargo or other governmental act, regulation or request, fire, accident, strike, slowdown, war, riot, delay in transportation, or inability to obtain necessary labor, materials or manufacturing facilities. In the event of any such delay, the date of delivery shall be extended for a period equal to the time lost because of the delay. Purchaser's exclusive remedy for such delays and for Fettle Fitness's inability to deliver for any reason shall be rescission of the affected order by Purchaser providing written notice to Fettle Fitness of Purchaser's decision to rescind the order prior to delivery of the Goods.

5. Cancellation or Modification. Purchaser may cancel its order, reduce quantities, revise specifications or extend scheduled delivery only upon terms accepted by Fettle Fitness in writing. In no event shall Purchaser cancel or modify its order after delivery of the Goods. Purchaser shall compensate Fettle Fitness for all damages resulting therefrom, including, but not limited to, out-of-pocket expenses and loss of profit and allocable overhead. Minimum order quantities and quantity discounts shall be applied to approved reduced quantities and current pricing shall be applied to revised specifications and rescheduled deliveries.

6. Changes. Fettle Fitness may at any time make such changes in design and construction of products as shall constitute an improvement in the judgment of Fettle Fitness. Fettle Fitness may furnish suitable substitutes for materials unobtainable or rendered economically or otherwise impractical because of priorities or regulations established by governmental authority, nonavailability or shortages of materials from suppliers or price changes.

7. Warranties. Fettle Fitness warrants products manufactured by it and supplied hereunder to be free from defects in materials and workmanship, under normal use and service, for a time period in accordance with Fettle Fitness's published warranty for the product then in effect at the time the order is placed. If within the applicable warranty period any such product shall be proved to Fettle Fitness's satisfaction to be nonconforming due to a manufacturer's defect in materials or workmanship, such product shall be repaired or replaced at Fettle Fitness's option. Such repair or replacement shall be Fettle Fitness's sole obligation and Purchaser's exclusive remedy hereunder and shall be conditioned upon Fettle Fitness's receiving written notice of any alleged defect within 10 days after its discovery and, at Fettle Fitness's option, return of such product(s) to Fettle Fitness, FOB Fettle Fitness's designated location.

THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED; AND FETTLE FITNESS EXPRESSLY DISCLAIMS AND EXCLUDES ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Any description of the products, whether in writing or made orally by Fettle Fitness or Fettle Fitness's agents, specifications, samples, models, bulletins, drawings, diagrams, engineering sheets or similar materials used in connection with Purchaser's order are for the sole purpose of identifying the products and shall not be construed as an express warranty. Any suggestions by Fettle Fitness or Fettle Fitness's agents regarding use, application or suitability of the products shall not be construed as an express warranty.

8. Returns. Products may be returned to Fettle Fitness only when Fettle Fitness's written permission shall be obtained by Purchaser in advance and upon Fettle Fitness's issuance of an RMA number. Returned products must be fully insured by Purchaser up to the purchase price and securely packaged to reach Fettle Fitness without damage, and any cost incurred by Fettle Fitness to put products into marketable condition will be charged to Purchaser.

9. Patents, Trademarks and Copyrights. Fettle Fitness will, at its own expense, defend any suits that may be instituted by anyone against Purchaser for alleged infringement of any United States patent, trademark or copyright relating to any products manufactured and furnished by Fettle Fitness hereunder, if such alleged infringement consists of the use of such products, or parts thereof, in Purchaser's business for any of the purposes for which the same were sold by Fettle Fitness, and provided Purchaser shall have made all payments then due hereunder and shall give Fettle Fitness immediate notice in writing of any such suit and transmit to Fettle Fitness immediately upon receipt all processes and papers served upon Purchaser and permit Fettle Fitness through its counsel, either in the name of Purchaser or in the name of Fettle Fitness, to defend the same and give all needed information, assistance and authority to enable Fettle Fitness to do so. If such products are in such suit held in and of themselves to infringe any valid United States patent, trademark or copyright, then: (a) Fettle Fitness will pay any final award of damages in such suit attributable to such infringement, and (b) if in such suit use of such products by Purchaser is permanently enjoined by reason of such infringement, Fettle Fitness shall, at its own expense and at its sole option, either (i) procure for Purchaser the right to continue using the products, (ii) modify the products to render them noninfringing, (iii) replace the products with noninfringing goods, or (iv) refund the purchase price and the transportation costs paid by Purchaser for the products. Notwithstanding the foregoing, Fettle Fitness shall not be responsible for any compromise or settlement made without its written consent, or for infringements of combination or process patents covering the use of the products in combination with other goods or materials not furnished by Fettle Fitness. The foregoing states the entire liability of Fettle Fitness for infringement, and in no event shall Fettle Fitness be liable for consequential damages attributable to an infringement. As to any products furnished by Fettle Fitness to Purchaser manufactured in accordance with drawings, designs or specifications proposed or furnished by Purchaser or any claim of contributory infringement resulting from the use or resale by Purchaser of products sold hereunder, Fettle Fitness shall not be liable, and Purchaser shall indemnify and defend Fettle Fitness against any damages, liability or expenses arising out of any claim made against Fettle Fitness for any and all patent, trademark or copyright infringements.

10. Consequential Damages and Other Liability; Indemnity. Fettle Fitness's liability hereunder and with respect to the Goods sold hereunder shall be limited to the warranty referred to in section 7 hereof, and, with respect to other performance of this Agreement, shall in no event exceed the total of the amounts paid to Fettle Fitness by Purchaser.

FETTLE FITNESS SHALL IN NO EVENT BE LIABLE TO PURCHASER FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, EVEN IF FETTLE FITNESS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE PERFORMANCE OR BREACH OF THIS AGREEMENT, NOR SHALL FETTLE FITNESS BE SUBJECT TO ANY OTHER OBLIGATIONS OR LIABILITIES, WHETHER ARISING OUT OF BREACH OF CONTRACT OR WARRANTY, NEGLIGENCE OR OTHER TORT OR ANY THEORY OF STRICT LIABILITY, WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY Fettle Fitness, OR ANY UNDERTAKINGS, ACTS, OR OMISSIONS HEREUNDER OR RELATING THERETO.

Without limiting the generality of the foregoing, Fettle Fitness specifically disclaims any liability for property or personal injury damages, including without limitation, death or disability, penalties, special or punitive damages, damages for lost profits or revenues, loss of use of products or any associated equipment, cost of capital, cost of substitute products, facilities or services, downtime, shutdown or slowdown costs, or for any other types of economic loss, and for claims of Purchaser's customers or any third party for any such damages. Purchaser shall indemnify Fettle Fitness against any and all losses, liabilities, damages and expenses (including, without limitation, attorneys' fees and other costs of defending any action) which Fettle Fitness may incur as a result of any claim by Purchaser or others arising out of or in connection with the Goods sold hereunder and based on product or service defects not proven to have been caused solely by Fettle Fitness's negligence.

11. Security Agreement. This Agreement constitutes a Security Agreement between Purchaser, as Debtor, and Fettle Fitness, as Secured Party, pursuant to Article 9 of the Uniform Commercial Code ("UCC"). Purchaser hereby grants to Fettle Fitness a security interest, including without limitation, a first priority, purchase-money security interest, in and to all of the Goods manufactured, sold or provided by or on behalf of Fettle Fitness to Purchaser pursuant to this Agreement, including without limitation, all fitness equipment, exercise equipment, replacement parts, accessories, and supplies (collectively, the "Equipment"), wherever located and whenever acquired, and further including without limitation, all proceeds thereof, including without limitation, all insurance proceeds and other proceeds thereof (collectively, the "Proceeds"), as security for Purchaser's obligation to pay for the Equipment and Purchaser's other obligations under this Agreement. Purchaser further authorizes Fettle Fitness to file any UCC financing statements and amendments thereto or other instruments and to do all things deemed by Fettle Fitness in its sole discretion necessary to attach and perfect Fettle Fitness's security interest in the Equipment and the Proceeds thereof under this Agreement. Upon the occurrence of an event of default by Purchaser, including without limitation, a payment default under this Agreement, then Fettle Fitness may, without notice or demand, exercise in any jurisdiction in which enforcement is sought, all of its rights and remedies under this Agreement, all rights and remedies of a secured party under the UCC, and all other rights and remedies available to Fettle Fitness under applicable law, with all such rights and remedies cumulative and enforceable alternatively, successively or concurrently, including without limitation: (a) declaring all amounts due Fettle Fitness by Purchaser to be immediately due and payable in full and the same shall thereon become immediately due and payable in full without demand, presentment, protest, or further notice of any kind, all of which are hereby expressly waived by Purchaser; and (b) taking possession of the Equipment, and for that purpose, entering upon any premises on which the Equipment or any part thereof may be situated and removing the same therefrom without any liability for suit, action, or other proceeding, Purchaser hereby waiving any and all rights to prior notice and to judicial hearing with respect to repossession of collateral, and/or requiring Purchaser, at Purchaser's expense, to assemble and deliver the Equipment to Fettle Fitness or to such place or places as Fettle Fitness may designate.

12. Landlord's Liens. If Purchaser leases any real property upon which the Goods sold hereunder are to be located and applicable law provides for landlord's liens to secure rent obligations, then Purchaser shall notify, and obtain a written lien waiver from, each respective landlord for such locations and provide a copy of each written lien waiver to Fettle Fitness and confirm that the Goods sold hereunder are not subject to any such lien of such landlord(s).

13. Technical Information. Any sketches, models or samples submitted by Fettle Fitness shall remain the property of Fettle Fitness, and shall be treated as confidential information. No use or disclosure of such sketches, models and samples, or any design or production techniques revealed thereby, shall be made without the express prior written consent of Fettle Fitness.

14. Spacing Behind Treadmills. Per industry safety standards (ASTM F2115 and EN ISO 20957-6), Fettle Fitness hereby notifies Purchaser of the need to locate treadmills with a 2 meter long clear zone in the floor space behind each treadmill. The clear zone shall be at least the width of the treadmill and a minimum of 2 meters (6' 7") past the back end of the treadmill. There shall be no walls, no windows, no steps, and no other equipment placed within this clear zone. This clear zone is intended to ensure that if any user of a treadmill were ever to fall off the back of the treadmill, there will be an open and clear space behind the user so that injury may be minimized or avoided. Purchaser's failure to comply with this standard could result in injury to a treadmill user and potential liability to Purchaser. Although Fettle Fitness is hereby expressly giving Purchaser notice of this requirement, only the Purchaser can ensure that Purchaser complies with this requirement and it is Purchaser's sole responsibility to do so. By purchasing exercise equipment from Fettle Fitness, Purchaser accepts its responsibility to comply with this treadmill spacing requirement and all standards applicable to treadmill spacing and agrees to release Fettle Fitness and its affiliated companies, including Fettle Fitness and all of their officers, shareholders, employees, insurers and representatives (collectively, "the Fettle Fitness Parties") from, and indemnify the Fettle Fitness Parties from and against, any and all suits, claims, actions, legal proceedings, demands, losses, damages, costs and expenses, including attorneys' fees, resulting from claims for bodily injury or property damage arising out of or in any way relating to inadequate treadmill spacing, inadequate clear zones utilized behind treadmills or the failure by Purchaser to comply with industry safety standards concerning treadmill spacing.

15. Purchaser's Property. Any property of the Purchaser placed in Fettle Fitness's custody for performance of this Agreement is not covered by insurance, and no risk is assumed by Fettle Fitness in the event of loss or damage to such property by fire, water, burglary, theft, civil disorder or any accident beyond the reasonable control of Fettle Fitness.

16. Governing Law and Choice of Forum. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Georgia, without application of principles of conflicts of laws. With respect to any dispute, controversy or claim arising out of or relating to this Agreement, Fettle Fitness and Purchaser agree and consent to personal jurisdiction in Georgia and agree that the Circuit Court of Henry County, Georgia and the United States District Court for the Western District of Georgia shall be the exclusive forums for the resolution of any such disputes, controversies or claims.

17. Remedies Cumulative. Any of Fettle Fitness's remedies referred to herein shall be cumulative and in addition to such other rights and remedies as may be available under law or equity.

18. Confidentiality. Purchaser will keep all of the terms and conditions of this Agreement confidential and Purchaser will neither disclose the existence of this Agreement nor the terms of this Agreement to any third party except to those employees of Purchaser who need to know such terms for the purpose of effecting the transaction.

19. Entire Agreement. This Agreement, including Fettle Fitness's Order and Fettle Fitness's Electrical (Treadmill Only) & Cabling (Entertainment Only) Requirement which are incorporated herein by reference, constitutes the entire, full and complete agreement between Fettle Fitness and Purchaser with respect to the subject matter hereof. This Agreement may not be modified except by a writing evidencing such modification which is signed by both Fettle Fitness and Purchaser.

CARDIO WARRANTY				
	TREADMILL T86	ELLIPTICAL E51	RECUMBENT BIKE B21	INDOOR CYCLING
*FRAME	7 years	7 years	7 years	7 years
DRIVE MOTOR	7 years	3 years	5 years	5 years
PARTS	2 years	3 years	3 years	3 years
LABOR	2 years	3 years	3 years	3 years
** WEAR ITEMS	90 days	90 days	90 days	90 days
	TREADMILL T90	GENERATOR / AIR ROWER	AIR BIKE A80	UPRIGHT BIKE
*FRAME	7 years	7 years	7 years	7 years
DRIVE MOTOR	3 years	3 years	5 years	5 years
PARTS	2 years	3 years	3 years	3 years
LABOR	2 years	3 years	3 years	3 years
** WEAR ITEMS	90 days	90 days	90 days	90 days

STRENGTH WARRANTY		
	PLATE-LOADED	SELECTORIZED
*FRAME (not coating)	10 years	10 years
WEIGHT STACKS	5 years	
PULLEYS	5 years	
PIVOT BEARINGS	5 years	
OTHER ITEMS NOT SPECIFIED	5 years	
LABOR	3 years	
UPHOLSTERY/CABLES SPRINGS/GRIPS	1 year	90 days
ACCESSORIES	6 months	
PARTS		
LABOR (excluding upholstery/ cables/grips)		

* Frame is defined as the welded metal base of the unit and does not include removable parts.

** Wear items include: Belts, Straps, Upholstery. No Labor.

EXCLUSIVE REMEDY

The exclusive remedy for any of the above warranties shall be repair or replacement of defective Parts, or the supply of Labor to cure any defect, per the terms of the Commercial Warranty. All Labor shall be supplied by the local certified technician. The Product must be located within that service provider's service area. Products located outside service area will not be covered by the Labor warranty.

EXCLUSIONS AND LIMITATIONS

1. This warranty applies only to the original owner and is not transferable.
2. Under no circumstances will FETTLE FITNESS be liable by virtue of this warranty or otherwise to any person or property whatsoever for any special, indirect, incidental, secondary or consequential losses, damages or expenses in connection with exercise products.
3. This warranty is expressly limited to the repair or replacement of a defective Frame, Motor, Electronic component, or Part. Repair or replacement will be at the discretion of Fettle Fitness, and is the sole remedy of the warranty.
4. Do not use equipment in any location that is not climate controlled, such as but not limited to garages, porches, pool rooms, saunas, bathrooms, car ports or outdoors. Failure to comply may void the warranty.
5. This warranty does not cover normal wear and tear - including but not limited to: USB port, headphone jack and iPod cord, cuts in upholstery, damage caused externally that is not due to a manufacturer defect, improper assembly or maintenance, or installation of parts or accessories not originally intended or compatible with the Fettle Fitness Product as sold.
6. This warranty does not cover damage or failure due to accident, abuse, corrosion, discoloration of paint or plastic, neglect, theft, vandalism, fire, flood, wind, lightning, freezing, or other natural disasters of any kind, power reduction, fluctuation or failure from whatever cause, unusual atmospheric conditions, collision, introduction of foreign objects into the covered unit, or modifications that are unauthorized or not recommended by Fettle Fitness.
7. Parts reconditioned to As New Condition by Fettle Fitness or its vendors may sometimes be supplied as warranty replacement parts and constitute fulfillment of warranty terms. Any warranty replacement parts shall be warranted for the remainder of the original warranty term.
8. The warranty does not cover damage or equipment failure due to electrical wiring that is not in compliance with applicable electrical codes and Fettle Fitness' Owner's Manual specifications.
9. Fettle Fitness treadmill decks will NOT be replaced unless both surfaces are worn through. Deck & belt replacement limited to one per treadmill.

NOTE: Historically, one surface of the average Ultimate Deck and belt will last 4 years in a high use facility.

This warranty shall NOT apply to the following:

1. Failure to provide reasonable and necessary maintenance as outlined in the Owner's Manual.
2. Software limitations and upgrades.
3. Batteries or other consumable goods.
4. Cosmetic items.
5. Repairs performed on equipment missing a serial number or with a serial number tag that has been altered or removed.
6. Service calls to correct installation of the equipment or instructing on use of equipment.
7. Pick-up, delivery or freight charges involved with repairs.
8. Any labor charges incurred beyond the applicable labor warranty.

Fettle Fitness expressly disclaims all other warranties, express or implied, including but not limited to all warranties of fitness for a particular purpose or of merchantability. This warranty gives you specific legal rights, and your rights may vary from state to state.