

## MATRIX FITNESS **STANDARD WARRANTY**

Every Matrix commercial product is backed by a comprehensive standard warranty designed to protect your investment and provide confidence in your equipment. All warranty service is performed by Matrix-certified technicians using genuine Matrix replacement parts. Standard warranty includes labor coverage for the duration outlined in the warranty charts below, up to a maximum of three (3) years. For customers seeking additional protection, optional extended warranty plans are also available.

| Standard Warranty | CARDIO                                                             |         |
|-------------------|--------------------------------------------------------------------|---------|
|                   | Parts                                                              | Labor   |
| Frame             | 7 Years                                                            | 3 Years |
| Drive Motor       | 7 Years                                                            | 3 Years |
| Parts             | 3 Years                                                            | 3 Years |
| Wear Items        | 90 Days                                                            | 90 Days |
| Product Series    | Includes Onyx, Performance, Endurance and Lifestyle cardio series. |         |

| Standard Warranty | STRENGTH                                                          |         |
|-------------------|-------------------------------------------------------------------|---------|
|                   | Parts                                                             | Labor   |
| Frame             | 10 Years                                                          | 3 Years |
| Parts             | 3 Years                                                           | 3 Years |
| Wear Items        | 90 Days                                                           | 90 Days |
| Product Series    | Includes Ultra, Versa, Magnum, Aura, Go and XULT strength series. |         |

| Standard Warranty  | GROUP TRAINING - CARDIO                                        |         |
|--------------------|----------------------------------------------------------------|---------|
|                    | Parts                                                          | Labor   |
| Frame              | 7 Years                                                        | 3 Years |
| Parts              | 3 Years                                                        | 3 Years |
| Wear Items         | 90 Days                                                        | 90 Days |
| Product Assortment | Includes all Training Cycles, Performance Trainers and Rowers. |         |

| Standard Warranty  | GROUP TRAINING - FUNCTIONAL STRENGTH                                                                           |         |
|--------------------|----------------------------------------------------------------------------------------------------------------|---------|
|                    | Parts                                                                                                          | Labor   |
| Frame              | 10 Years                                                                                                       | 3 Years |
| Parts              | 3 Years                                                                                                        | 3 Years |
| Wear Items         | 90 Days                                                                                                        | 90 Days |
| Product Assortment | Includes functional strength products such as stretch platforms, Connexus series equipment, and storage racks. |         |

| Standard Warranty          | MATRIX ACCESSORIES                                                             |
|----------------------------|--------------------------------------------------------------------------------|
|                            | Coverage applies to Strength, Functional, and Mobility & Recovery accessories. |
| Dumbbells & Kettlebells    | 90 Days - 5 Years                                                              |
| Olympic Bars (US Made)     | Lifetime                                                                       |
| Olympic Bars (Non-US Made) | 3 Years                                                                        |
| Bars (Non-Olympic)         | 3 Years                                                                        |
| Barbells                   | 3-5 Years                                                                      |
| Cable Attachments          | 90 Days                                                                        |
| Plates                     | 2-5 Years                                                                      |
| Functional Additions       | 90 Days - 1 Year                                                               |
| Stability Accessories      | 90 Days                                                                        |
| Mats & Rollers             | 90 Days                                                                        |
| Storage Racks              | 3 Years                                                                        |

## WARRANTY DEFINITIONS

- **Frame:** Welded structural frame only. Does not include coatings or removable components.
- **Parts:** Includes motors, electronics, consoles, TVs, pulleys, and bearings unless otherwise noted.
- **Wear Items:** Includes upholstery, straps, grips, pedals, cables, and cosmetic coatings subject to normal wear.

## 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 Matrix certified technician, where commercially available. The Product must be located within that service provider's service area. Labor will not be covered for products located outside service area.

## **MATRIX EXCLUSIONS AND LIMITATIONS**

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1. This warranty applies only to the original owner and is not transferable.
2. Under no circumstances will Matrix Fitness be liable by virtue of this warranty for damage to any person or property whatsoever for any special, indirect, incidental, secondary or consequential losses, damages or expenses in connection with exercise products, except to the extent such limitation is prohibited by applicable law.
3. This warranty is expressly limited to the repair or replacement of a defective Frame, Drive Motor, Part, or Wear Item. Repair or replacement will be at the discretion of Matrix Fitness, exercised in good faith, and is the sole remedy of the warranty, unless such remedy fails of its essential purpose under applicable law.
4. Do not use equipment in any location that is not climate controlled, such as but not limited to garages, porches, poolrooms, saunas, bathrooms, car ports, or outdoors. Failure to comply may void the warranty.
5. This warranty does not cover normal wear and tear. Warranty does not cover damage caused externally that is not due to a manufacturer's defect, improper assembly or maintenance, or installation of parts or accessories not originally intended or compatible with the Matrix 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 Matrix Fitness.
7. This warranty does not cover damage or corrosion caused by failure to follow recommended cleaning guidelines, including the use of unapproved cleaners, chemicals or solutions.
8. Parts reconditioned to As New Condition by Matrix 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.
9. The warranty does not cover damage or equipment failure due to facility electrical wiring that is not in compliance with applicable electrical codes and Matrix Fitness' Owner's Manual specifications.
10. Matrix Ultimate™ treadmill decks will NOT be replaced unless both surfaces are worn through. Deck and belt replacement is 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.

## **MATRIX EXCLUSIONS AND LIMITATIONS (CONT'D)**

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**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 the installation of the equipment or to instruct on the use of the equipment.
7. Pick-up, delivery, or freight charges involved with repairs.
8. Any labor charges incurred beyond the applicable labor warranty.

Matrix 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. The exclusion of consequential and incidental damages shall apply regardless of the failure of any exclusive remedy to the maximum extent permitted by applicable law.

## EXTENDED WARRANTY - PROTECTION PLAN

Matrix partners with Safeware, a trusted third-party warranty provider, to offer optional 4- and 5-Year Extended Warranty Protection Plans for added peace of mind. Regardless of the coverage selected, all service requests and repairs are performed by Matrix-certified technicians using genuine Matrix replacement parts—our promise of quality and commitment to protecting your investment.

| Extended Warranty | CARDIO                                                             |         |         |         |
|-------------------|--------------------------------------------------------------------|---------|---------|---------|
|                   | 4- Year                                                            |         | 5- Year |         |
|                   | Parts                                                              | Labor   | Parts   | Labor   |
| Frame             | 7 Years                                                            | 4 Years | 7 Years | 5 Years |
| Drive Motor       | 7 Years                                                            | 4 Years | 7 Years | 5 Years |
| Parts             | 4 Years                                                            | 4 Years | 5 Years | 5 Years |
| Wear Items        | 4 Years                                                            | 4 Years | 5 Years | 5 Years |
| Product Series    | Includes Onyx, Performance, Endurance and Lifestyle cardio series. |         |         |         |

| Extended Warranty | STRENGTH                                                          |         |          |         |
|-------------------|-------------------------------------------------------------------|---------|----------|---------|
|                   | 4- Year                                                           |         | 5- Year  |         |
|                   | Parts                                                             | Labor   | Parts    | Labor   |
| Frame             | 10 Years                                                          | 4 Years | 10 Years | 5 Years |
| Parts             | 4 Years                                                           | 4 Years | 5 Years  | 5 Years |
| Wear Items        | 4 Years                                                           | 4 Years | 5 Years  | 5 Years |
| Product Series    | Includes Ultra, Versa, Magnum, Aura, Go and XULT strength series. |         |          |         |

| Extended Warranty  | GROUP TRAINING - CARDIO                                        |         |         |         |
|--------------------|----------------------------------------------------------------|---------|---------|---------|
|                    | 4- Year                                                        |         | 5- Year |         |
|                    | Parts                                                          | Labor   | Parts   | Labor   |
| Frame              | 7 Years                                                        | 4 Years | 7 Years | 5 Years |
| Parts              | 4 Years                                                        | 4 Years | 5 Years | 5 Years |
| Wear Items         | 4 Years                                                        | 4 Years | 5 Years | 5 Years |
| Product Assortment | Includes all Training Cycles, Performance Trainers and Rowers. |         |         |         |

| Extended Warranty  | GROUP TRAINING - FUNCTIONAL STRENGTH                                                                           |         |          |         |
|--------------------|----------------------------------------------------------------------------------------------------------------|---------|----------|---------|
|                    | 4- Year                                                                                                        |         | 5-Year   |         |
|                    | Parts                                                                                                          | Labor   | Parts    | Labor   |
|                    |                                                                                                                |         |          |         |
| Frame              | 10 Years                                                                                                       | 4 Years | 10 Years | 5 Years |
| Parts              | 4 Years                                                                                                        | 4 Years | 5 Years  | 5 Years |
| Wear Items         | 4 Years                                                                                                        | 4 Years | 5 Years  | 5 Years |
| Product Assortment | Includes functional strength products such as stretch platforms, Connexus series equipment, and storage racks. |         |          |         |

## WARRANTY DEFINITIONS

- **Frame:** Welded structural frame only. Does not include coatings or removable components.
- **Parts:** Includes motors, electronics, consoles, TVs, pulleys, and bearings unless otherwise noted.
- **Wear Items:** Includes pedals, cables, belts, decks. This does not include coatings, cosmetics, non-functional plastics, loose hardware, individual straps or grips, upholstery, and maintenance related issues. See terms for full list.

## **SAFEWARE TERMS AND CONDITIONS**

### **FITNESS EQUIPMENT PROTECTION PLAN**

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**Plan Administrator: SAFEWARE 5700 Perimeter Dr. Ste. E.**  
**Dublin OH 43017**  
**(800) 800-6132**  
**[www.safeware.com](http://www.safeware.com)**

**SUMMARY TERMS AND CONDITIONS:** This agreement is not a contract of insurance.

**PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY:** This is a legal contract. By purchasing it, You understand that it is such a contract and acknowledge that You have had the opportunity to read the terms and conditions set forth herein. It describes the protection You will receive in return for payment by You. Please keep this document in a safe place along with the POP You received when You purchased Your Product, as You may need them to verify Your coverage at the time of service. You must maintain the Product as recommended by the manufacturer's owner's manual or product warranty. Refer to the POP to determine the term of this Plan.

**IMPORTANT CONSUMER INFORMATION:** If Your Product is exchanged by the manufacturer or Selling Retailer, You must advise the Administrator in writing at 5700 Perimeter Dr. Ste. E. Dublin OH 43017, Attn: ESP Administration or call (800)-800 - 6132 with the date of exchange, make, model, and serial number of the replacement product within 10 days of the exchange. In the event of such exchange, the coverage period shall not exceed the original Plan expiration date.

**NOTICE:** (1) THE SELLING RETAILER MAY BE RETAINING A PORTION OF ITS SELLING PRICE. THE PURCHASE OF THIS PLAN IS NOT REQUIRED TO EITHER PURCHASE YOUR PRODUCT OR TO OBTAIN FINANCING. (2) ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD OR DECEIVE ANY INSURER AND FILES A STATEMENT OF CLAIM OR ANY APPLICATION CONTAINING FALSE, INCOMPLETE OR MISLEADING INFORMATION IS GUILTY OF A FELONY OF THE THIRD DEGREE.

#### **DEFINITIONS:**

1. "Provider", "Obligor", "We", "Us" and "Our" means the company obligated under this Plan: National Product Care Company in all states except; in Texas where it is National Product Care Company dba Texas National Product Care Company, Inc.; in Washington where it is ServicePlan, Inc; and in Arizona, Florida, and Oklahoma where it is Service Saver, Incorporated (Florida license number 80173, Oklahoma license number 44198049). All are located at 175 West Jackson Blvd., Chicago, Illinois 60604, (800) 209 - 6206.;
2. "Administrator" and "SAFEWARE", means Safeware, The Insurance Agency Inc. (Texas license number 184), in all states except in Alabama, Arkansas, Georgia, Minnesota, Missouri, Montana, Nevada, New Mexico, Oregon, Utah, and Wyoming where it is Safeware Inc., except in Florida, Indiana, Kentucky, Maryland, New Jersey, New York, and Oklahoma where it is Safeware Group Inc., except in Arizona, New Hampshire, and Wisconsin where it is Safeware, except in Vermont where it is Safeware Group. All are located at 5700 Perimeter Drive, Suite E, Dublin, OH 43017 (800) 800 -1492.;

3. "Deductible" means the amount You are required to pay for covered repairs and replacements;
4. "Failure" means the failure of Your Product to perform its intended function due to mechanical or electrical breakdown resulting from defects in materials or workmanship during normal usage of Your Product;
5. "Lessee" under a Lease To Own Arrangement ("LTO Arrangement") means the payor customer leasing the Product and this Plan.
6. "Lessor" under an LTO Arrangement means the owner of the Product and the payee of cash benefits under this Plan until You fulfill Your obligations under the LTO Arrangement necessary to acquire full ownership of the Product and this Plan.
7. "Plan" means the terms, conditions, limitations, exceptions, and exclusions, including Your Product Proof of Purchase;
8. "Product" means the item(s) shown on the POP, which You purchased, and which is covered by this Plan;
9. "Proof of Purchase" and "POP" means the Declaration Page, or sales invoice, or sales receipt, which shows the Plan You purchased.
10. "Selling Retailer" means the entity selling the Product and this Plan;
11. "You" and "Your" refers to the purchaser of the Product(s), including the Lessee, if the Product was acquired under a LTO Arrangement, covered by this Plan or to the person to whom this Plan was properly transferred.

**PRODUCT ELIGIBILITY:** This Plan covers Products purchased as new or remanufactured and manufactured for use in the United States. For new Products, the manufacturer's warranty must be valid within the United States and provide a minimum of 1-year parts and labor coverage for cardiovascular equipment and a minimum of 1-year parts for strength training equipment. For remanufactured products to be eligible for coverage, the Selling Retailer must provide a minimum of 90 days parts and labor coverage. Residential Coverage Plans only cover residential use of Your Product. Light Commercial Coverage Plans are available only for Products used in certain commercial environments including, but not limited to, hotels, motels, multi-housing, country clubs, homeowner's associations, corporations, senior living centers, hospitals, schools, churches and police and fire stations. Products used in Full Commercial/dues-facility gyms, spas, colleges or universities and health clubs where the primary source of income is fitness/membership dues, are excluded from coverage, unless You have purchased the additional Full Commercial Coverage Plan. Accessories and/or add-on options purchased separately and not essential to the basic function of the Product are not eligible for coverage, unless originally covered under the manufacturer's parts and labor warranty for at least 90 days.

**DEDUCTIBLE:** There is no Deductible required to obtain service on Your Product.

**WHAT IS COVERED:** We agree to repair or replace Your Product in the event Your Product is rendered inoperable due to a mechanical or electrical Failure during the term of this Plan, if the Product is not covered under any insurance, warranty, guarantee and/or Plan. Parts used to repair or replace Your Product may be new, used, refurbished, and/or non-original manufacturer parts that perform to the factory specifications of Your Product. This Plan does not cover repair or replacement of the Product for any of the causes, or provide coverage for any losses set forth in the section entitled "WHAT IS NOT COVERED" below.

Coverage does not apply to accessories that are used in conjunction with or to enhance the performance of the Product, unless the manufacturer considers the accessory integral to the operation of the Product and the accessory is covered under the manufacturer's parts and labor warranty.

1. **Residential Equipment Parts and Labor Plan:** If You purchased this Plan, in the event of a covered claim, We will furnish labor and/or parts required to repair the mechanical or electrical Failure of Your Product. In lieu of repairing the Product, We reserve the right, at Our sole discretion, to replace Your Product with a product of equal or similar features and functionality. If Your Product is replaced, We will have no further obligation to repair or replace Your Product and You will not be entitled to make any further claims under this Plan.
2. **Residential or Commercial Equipment Labor Only or Labor Boost Plan:** If You purchased this Plan, in the event of a covered claim, We will furnish the labor required to repair the mechanical or electrical Failure of Your Product. This Plan covers the labor required to install parts provided by the manufacturer during the manufacturer's parts warranty, if the labor is not covered by the manufacturer. This Plan does not provide coverage for replacement parts, components, or labor during the manufacturer's labor warranty. You will not be eligible for a product replacement, even if it is determined the Product is not repairable.
3. **Commercial Equipment Parts and Labor Plan:** If You purchased this Plan, in the event of a covered claim, We will furnish labor and/or parts required to repair the mechanical or electrical Failure of Your Product within 30 days of the date of filing of Your claim. In lieu of repairing the Product, We reserve the right, at Our sole discretion, to replace Your Product with a product of equal or similar features and functionality, so long as that replacement Product has at least a 90 -day parts and labor warranty included. If Your Product is replaced, We will have no further obligation to repair or replace Your Product and You will not be entitled to make any further claims, related to this Product, under this Plan. In the event that the Product was financed through an equipment lease or other financing arrangement, then You will be given the opportunity to purchase a replacement Plan up to the original term of coverage at the original prorated annual coverage cost for the Product when originally purchased.
4. **Commercial Equipment Parts Only Plan:** If You purchased this Plan, in the event of a covered claim, We will furnish the parts required to repair the mechanical or electrical Failure of Your Product. This Plan does not provide coverage for any labor charges, You will not be eligible for a Product replacement, even if it is determined the Product is not repairable.

Technological advances may result in a replacement product with a lower selling price than Your original Product. No refunds will be made based on the replacement product cost difference. If Your Product is not repairable and a replacement product is not available within 30 days, We will reimburse You up to the original purchase price of Your Product, excluding taxes and less claims paid, if any, within 10 business days and this Plan will be fulfilled and all obligations satisfied. In no event shall We or the Administrator be liable for any damages as a result of the unavailability of repair parts. You may be required to ship or deliver the defective Product prior to receiving reimbursement or a replacement product. Any and all parts or units replaced under this Plan become Our property in their entirety.

**LTO ARRANGEMENTS:** If you acquired the Product and this Plan through a lease under an LTO Arrangement, You are entitled to all non-cash benefits under this Plan until You acquire full ownership of this Plan and the Product. Until You acquire full ownership of this Plan and the Product, any rights to a cash settlement or cancellation refund under this Plan will belong exclusively to the Lessor. Upon acquiring full ownership of this Plan and the Product, You are entitled to all benefits under this Plan.

## ADDITIONAL COVERAGES TO YOUR PLAN:

1. **POWER SURGE PROTECTION:** This Plan also covers the Failure of Your Product resulting from a power surge caused by power outage while Your Product is properly connected to a surge protector approved by the Underwriter's Laboratory. POWER SURGE DOES NOT COVER DAMAGES CAUSED BY IMPROPER INSTALLATION OR CONNECTION TO AN INCORRECT POWER SOURCE OR DIRECT LIGHTNING STRIKES.
2. **BATTERY COVERAGE:** If Your Products has a manufacturer installed battery, this Plan also covers a one-time replacement of that battery for mechanical or electrical failure, excluding consumed batteries.
3. **ACCIDENTAL DAMAGE FROM HANDLING:** If You purchased a Plan that provide coverage for Accidental Damage from Handling ("ADH Coverage"), as stated on your POP, This Plan also covers Failure of Your Product resulting from sudden and unforeseen accidental damage to Your Product, provided such damage was in the course of regular use of the Product by You, subject to the Plan exclusions and limit of liability stated below.]

ADH Coverage does not provide protection against theft, mysterious disappearance, misplacement, lost parts, viruses, reckless, abusive, willful, or intentional conduct associated with handling and use of the Product, cosmetic damage and/or other damage that does not affect unit functionality (other than upholstery), or damage caused during shipment between You and Our service providers. If protective items such as covers, carrying cases or pouches, etc. were provided or made available for use with Your Product, it is expected that You will continually use these accessories for protection against damage to Your Product. "Abuse" is defined as Your intentional non-utilization of protective items during the use of Your Product, or Your treatment of the Product(s) in a harmful, injurious, or offensive manner that may result in its damage. Any resultant damage from this type of treatment is NOT covered by ADH Coverage.

**NO LEMON GUARANTEE:** For Products purchased as New. Starting after the manufacturer's warranty period, if We have completed 3 service repairs for the same problem on an individual component of Your Product and if that Product component requires a 4th repair for the identical problem as determined by Us, We reserve the right to replace Your Product with one of equal or similar features and functionality, not to exceed the original purchase price of Your Product, excluding shipping, handling, and taxes, or reimburse You up to the original purchase price of Your Product, excluding taxes and less claims paid, if any, within 30 days. Once a Product is replaced, then this Plan is considered fulfilled and We shall have no further obligation to provide service under this Plan. Preventative maintenance checks, cleaning, product diagnosis, customer education, accessory repairs/replacements, computer software related problems, claims during the manufacturer's warranty and any unauthorized repairs done outside of the USA are not considered repairs for the purposes of this NO LEMON GUARANTEE.

**PLACE OF SERVICE:** If Your Plan includes **In-Home/On-Site Service**, We will arrange for Your Product to be serviced at Your residence or place of business, provided You have prepared the following provisions: (1) accessibility to the Product; (2) a non-threatening and safe environment; and (3) an adult over the age of 18 to be present for the period of time Our authorized technician is scheduled for service and while Our authorized technician is on Your property servicing Your Product. In the event it is necessary to continue certain repair services at the repair center, You may be required to ship/transport the Product to the designated repair center; in such circumstances, the shipping/ transportation charges will be covered by this Plan. **In-Home/ On-Site Service** will be provided by the authorized service provider, at no charge to You, for covered Failures, during regular business hours, local time, Monday through Friday, except holidays.

If Your Plan includes **Depot Service**, You will be responsible for shipping and insurance of the Product to the designated Depot Center. We will pay for return shipping of the Product to Your residence or place of business. If Your Product qualifies for **Carry-In Service**, You are responsible for transporting Your Product to and from the designated service center. If We require You to ship Your Product, any shipping charges will be Your responsibility. If Your Plan originally included Carry-In, Depot or Mail-In service, but has been built-in and rendered as a permanent fixture inside or outside of Your residence or place of business and You are unable to transport or ship the Product in accordance with the terms and conditions of this Plan, You will be responsible for the on-site service call charge. The service call charge is payable to the servicer at the time of service. If Our diagnosis indicates that the Failure is not covered by this Plan; You may be responsible for all service fees incurred for such diagnosis.

**EMERGENCY SERVICE:** Emergency service is available. If after 6:00 PM Eastern Time, You require service, You may contact any manufacturer authorized service repair facility. Mail Us Your original repair bill and a copy of this Plan for reimbursement. ALL COVERAGES AND EXCLUSIONS IN THIS PLAN WILL APPLY.

**HOWTO FILE A CLAIM:** If You need to file a claim under this Plan, You must contact the Administrator for the appropriate authorized service center. Go to [Safeware.com] to submit a claim or call the toll-free number at [(800) 800 - 6132 between the hours of 8:00 AM and 6:00 PM eastern time]. For faster service, please have Your Proof of Purchase available when You contact the Administrator. **THIS PLAN MAY BECOME VOID IF YOU MAKE UNAUTHORIZED REPAIRS.** When You receive authorization for repairs, the service representative will advise You of the designated service center. A copy of the POP, and a brief written description of the problem must accompany Your Product. We will not be liable for freight charges or damage due to improper packaging. Do not return Your Product to Your Selling Retailer unless so instructed by the Administrator. If Your Plan expires during the time of an approved repair or replacement, this Plan is extended until the repair or replacement has been completed.

**WHAT IS NOT COVERED: THIS PLAN DOES NOT COVER ANY LOSS, REPAIRS OR DAMAGE CAUSED BY OR RESULTING FROM:**

- A. **IMPROPER PACKAGING AND/OR TRANSPORTATION DAMAGE DURING SHIPMENT TO A SERVICE CENTER OR RELOCATION OF THE COVERED EQUIPMENT;**
- B. **INSTALLATION, REMOVAL, REINSTALLATION OR IMPROPER INSTALLATION OF COMPONENTS, UPGRADES, ATTACHMENTS, SOFTWARE, SOFTWARE UPGRADES OR PERIPHERALS;**
- C. **PRODUCTS AND/OR COMPONENTS THAT ARE USED IN APPLICATIONS THAT REQUIRE CONTINUOUS BUSINESS AND/OR COMMERCIAL OPERATION UNLESS A COMMERCIAL PLAN IS PURCHASED, OR ARE USED IN PROFESSIONAL DUES PAYING FITNESS CENTERS UNLESS ADDITIONAL COVERAGE IS PURCHASED, OR COIN-OPERATED PRODUCTS;**
- D. **RIOT, NUCLEAR RADIATION, WAR OR HOSTILE ACTION, RADIOACTIVE CONTAMINATION, ETC.;**
- E. **INADEQUATE PLUMBING, ELECTRICAL OR GAS SERVICE;**
- F. **INTERRUPTION OF GAS OR ELECTRICAL SERVICE;**
- G. **NEGLECT, NEGLIGENCE, MISUSE, ABUSE, INTENTIONAL PHYSICAL / MECHANICAL / ELECTRONIC DAMAGE, PHYSICAL DAMAGE OR MALICIOUS MISCHIEF, THEFT OR MYSTERIOUS DISAPPEARANCE, VANDALISM, RUST, CORROSION, PET DAMAGE, ANIMAL, OR INSECT INFESTATION, ETC., TO THE COVERED PRODUCT OR ANY COMPONENT;**

- H. CAUSES BEYOND YOUR CONTROL SUCH AS ENVIRONMENTAL CONDITIONS, EXPOSURE TO WEATHER CONDITIONS OR ACTS OF NATURE INCLUDING, BUT NOT LIMITED TO: FIRE, FLOODS, SMOKE, SAND, DIRT, LIGHTNING, MOISTURE, WATER DAMAGE OF ANY KIND, WHETHER FROM FRESH WATER, SALTWATER OR OTHER WATER INTRUSION, STORMS, WIND OR WINDSTORM, HAIL, EARTHQUAKE, SNOW, FREEZING, ETC.;
- I. REPAIRS NECESSITATED BY OPERATION OUTSIDE THE MANUFACTURER OPERATIONAL OR ENVIRONMENTAL SPECIFICATIONS;
- J. BATTERY FAILURE BEYOND THE ONE-TIME BATTERY REPLACEMENT OR BATTERY LEAKAGE (UNLESS BATTERY FAILURE OR LEAKAGE IS CAUSED BY A COVERED EVENT), OR DAMAGE CAUSED BY BATTERY FAILURE OR LEAKAGE;
- K. COLLISION WITH ANOTHER OBJECT, COLLAPSE, EXPLOSION, LIQUID SPILLAGE OF ANY KIND BY ANY MEANS;
- L. ACCIDENTAL DAMAGE, UNLESS AN ADH PLAN WAS PURCHASED, INCLUDING PHYSICAL/MECHANICAL/ELECTRONIC DAMAGE CAUSED BY DROPPING, COLLISIONS, OR SPILLS;
- M. IMPROPER OR INADEQUATE STORAGE;
- N. DAMAGE TO A COVERED PART CAUSED BY A NON-COVERED PART;
- O. IMPROPER INSTALLATION OF CUSTOMER REPLACEABLE COMPONENTS, MODULES, PARTS AND/OR INSTALLATION OF INCORRECT PARTS, UNLESS THE INCORRECT PARTS WERE PROVIDED UNDER A PRIOR WARRANTY CLAIM;
- P. ANY RESULTANT MALFUNCTION OR DAMAGE OF OR TO AN OPERATING PART OF THE COVERED PRODUCT FROM FAILURE TO PROVIDE MANUFACTURER'S RECOMMENDED MAINTENANCE OR OPERATION/STORAGE OF THE COVERED PRODUCT IN CONDITIONS OUTSIDE MANUFACTURER SPECIFICATIONS OR USE OF A COVERED PRODUCT IN SUCH A MANNER AS WOULD VOID COVERAGE UNDER THE MANUFACTURER'S WARRANTY OR THAT ARE USED IN A MANNER INCONSISTENT WITH THE DESIGN OF THE EQUIPMENT OR MANUFACTURER INSTRUCTIONS OR SPECIFICATIONS;
- Q. OPERATIONAL ERRORS ON THE PART OF THE CONSUMER IN SUCH A MANNER AS WOULD VOID COVERAGE UNDER THE MANUFACTURER'S WARRANTY;
- R. REMOVAL, INSTALLATION, REINSTALLATION, UNAUTHORIZED REPAIR, UNAUTHORIZED MODIFICATION OR ADJUSTMENT, ALTERATION OR MANIPULATION, OF ANY INTERNAL COMPONENT OR COVERED PRODUCT MADE BY ANYONE OTHER THAN AN AUTHORIZED SERVICE TECHNICIAN IN SUCH A MANNER AS WOULD VOID COVERAGE UNDER THE MANUFACTURER'S WARRANTY;
- S. LOSS OF POWER, IMPROPER USE OF ELECTRICAL/POWER, POWER "BROWN-OUT", OR POWER OVERLOAD;
- T. COVERED PRODUCTS SUBJECT TO A MANUFACTURER RECALL REGARDLESS OF THE MANUFACTURER'S ABILITY TO PAY FOR SUCH REPAIRS;
- U. EQUIPMENT SOLD WITHOUT A MANUFACTURER'S WARRANTY OR "AS IS";
- V. COVERED PRODUCTS WITH REMOVED OR ALTERED SERIAL NUMBERS;
- W. CONSEQUENTIAL DAMAGES OR DELAY IN RENDERING SERVICE UNDER THIS CONTRACT, OR LOSS OF USE OR DATA DURING THE PERIOD THE COVERED PRODUCT IS AT AN AUTHORIZED REPAIR FACILITY OR OTHERWISE AWAITING PARTS;

- X. NON-FAILURE PROBLEMS, INCLUDING BUT NOT LIMITED TO, NOISES, SQUEAKS, UNLESS THEY ARE AN INDICATION OF ABNORMAL WEAR, OR CONNECTED TO A COVERED FAILURE;
- Y. NORMAL PERIODIC OR PREVENTATIVE MAINTENANCE, INCLUDING BUT NOT LIMITED TO, ALIGNMENTS, TIGHTENINGS, LUBRICATIONS, USER EDUCATION, OR SET UP ADJUSTMENTS;
- Z. CLEANINGS OR ANY REPAIR COVERED BY A MANUFACTURER WARRANTY, PLAN OR OTHER INSURANCE;
- AA. REPAIRS FOR COSMETIC DAMAGE OR IMPERFECTIONS OR TO STRUCTURAL ITEMS;
- AB. FAILURE TO PRODUCT ATTACHMENTS NOT PROVIDED BY THE MANUFACTURER OR INCLUDED IN THE ORIGINAL SALE;
- AC. REPAIR OR REPLACEMENT COSTS FOR LOST COMPONENTS NOT ORIGINALLY COVERED BY THE MANUFACTURER'S WARRANTY OR ARE CONSIDERED EXPENDABLE OR CONSUMER REPLACEABLE ITEMS OR ANY NON-OPERATING OR NON-MOTOR DRIVEN MECHANICAL PART, INCLUDING BUT NOT LIMITED TO, NON FUNCTIONAL PLASTIC PARTS, OR OTHER PARTS SUCH AS ACCESSORY CABLES, CONSUMED BATTERIES, BELTS (EXCEPT FOR ONE TIME REPLACEMENTS OF DRIVE BELTS AND WALKING BELTS), BOLTS, CABINETS, ACCESSORY CORDS, DIALS, DOORS, FINISH DEFECTS, FRAMES, HANDLES, HINGES, KEYS, KNOBS, LATCHES, LED'S, LCD'S, LIGHTS, ORNAMENTATION, PAINT, PLASTIC BODY OR MOLDING, RACKS, SHELVES, SOFTWARE MEDIA, SUPPORTS, SUSPENSION, OR ANY OTHER PARTS OR MATERIALS WHICH ARE DESIGNED TO BE CONSUMED DURING THE LIFE OF THE COVERED PRODUCT THAT WOULD NOT BE COVERED BY THE MANUFACTURER'S WARRANTY;
- AD. LIABILITY OR DAMAGE TO PROPERTY, OR INJURY, OR DEATH TO ANY PERSON ARISING OUT OF THE OPERATION, MAINTENANCE OR USE OF THE COVERED PRODUCT;
- AE. COSTS ASSOCIATED WITH TEARING APART WALLS, CARPETING, FLOORS AND CABINETRY ASSOCIATED WITH CUSTOM INSTALLATIONS;
- AF. SERVICE OR REPLACEMENT OUTSIDE OF THE UNITED STATES OF AMERICA OR CANADA;
- AG. SERVICE EVENTS NOT REPORTED DURING THE TERM OF THE PLAN;
- AH. ANY TAXES ASSOCIATED WITH THE REPLACEMENT OF A PRODUCT, WHETHER PARTIAL REPLACEMENT OR FULL REPLACEMENT;
- AI. ALL NON-FUNCTIONAL PARTS, INCLUDING BUT NOT LIMITED TO, BIKE PEDALS STRAPS, CASINGS, COVERS SHROUDS, ENDCAPS, OR HAND GRIPS;
- AJ. SERVICE OR REPAIR NOT AUTHORIZED BY ADMINISTRATOR.

WE SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, PROPERTY DAMAGE, LOST TIME OR LOST DATA RESULTING FROM THE FAILURE OF ANY PRODUCT OR EQUIPMENT OR FROM DELAYS IN SERVICE OR THE INABILITY TO RENDER SERVICE.

YOU ARE RESPONSIBLE FOR BACKING UP ALL SOFTWARE AND DATA ON A REGULAR BASIS AND PRIOR TO COMMENCEMENT OF ANY REPAIR. THIS PLAN DOES NOT COVER RESTORATION OF SOFTWARE OR DATA, OR DATA RETRIEVAL TO YOUR COVERED PRODUCT.

**IF YOUR COVERED PRODUCT EXPERIENCES A FAILURE OR DAMAGE THAT IS EXCLUDED FROM COVERAGE UNDER THIS SECTION OR IN THE EVENT OF A REPAIR INCIDENT WHEREIN THERE IS A “NO PROBLEM FOUND” DIAGNOSIS FROM THE MANUFACTURER OR A MANUFACTURER-AUTHORIZED REPAIR SOURCE, THEN YOU ARE RESPONSIBLE FOR ALL REPAIR COSTS INCLUDING SHIPPING COSTS AND/OR THE COST OF ON-SITE SERVICE.**

**SHOULD THE MANUFACTURER OF YOUR PRODUCT BECOME INSOLVENT OR SUBJECT TO BANKRUPTCY PROCEEDINGS OR THE MANUFACTURER NO LONGER PROVIDE PRODUCT SUPPORT AND ALL PARTS SOURCES HAVE BEEN EXHAUSTED DURING THE COVERAGE PERIOD OF THIS PLAN, ADMINISTRATOR AND WE SHALL BE EXCUSED FROM PERFORMANCE HEREUNDER AND YOU SHALL BE RECEIVE A FULL REFUND OF THE PURCHASE PRICE PAID BY YOU FOR THE PLAN LESS CLAIMS PAID.**

## **CONDITIONS:**

### **1. PLAN TERMS:**

**New Equipment, Residential and Commercial Parts and Labor Plans:** If you purchased this plan less than ninety (90) days after you purchased the Product, then Coverage under these Plans begin on the date of product purchase or date of installation by the Selling Retailer (proof of installation date will be required if different from product purchase date) and continues for the period of time defined on Your sales receipt. This Plan is inclusive of the manufacturer’s warranty; it does not replace the manufacturer’s warranty, but provides certain additional benefits during the term of the manufacturer’s warranty. During the manufacturer’s warranty period, any parts, labor, on-site service or shipping costs covered by that warranty are the sole-responsibility of the manufacturer; upon expiration of the shortest portion of the manufacturer’s original parts and/or labor warranty, this Plan continues to provide many of the manufacturer’s benefits as well as certain additional benefits listed within this Plan, and will furnish replacement parts and/or labor necessary to restore Your covered product to standard manufacturer’s operating condition.

If you purchased this Plan more than ninety (90) days after you purchased the Product, then Coverage under these Plans begin on the date You purchase this Plan and continues for the period of time defined on Your POP. This Plan is inclusive of the manufacturer’s warranty; it does not replace the manufacturer’s warranty, but provides certain additional benefits during the term of the manufacturer’s warranty. During the manufacturer’s warranty period, any parts, labor, on-site service or shipping costs covered by that warranty are the sole-responsibility of the manufacturer; upon expiration of the shortest portion of the manufacturer’s original parts and/or labor warranty, this Plan continues to provide many of the manufacturer’s benefits as well as certain additional benefits listed within this Plan, and will furnish replacement parts and/or labor necessary to restore Your covered product to standard manufacturer’s operating condition.

**New Equipment, Residential and Commercial Labor Only Plans:** If you purchased this plan less than ninety (90) days after you purchased the Product, then Coverage under this Plan begins on the date of product purchase or date of installation by the Selling Retailer (proof of installation date will be required if different from product purchase date) and continues for the period of time defined on Your sales receipt. This Plan is inclusive of the manufacturer’s labor warranty; it does not replace the manufacturer’s labor warranty, but provides certain additional benefits during the term of the manufacturer’s warranty. During the manufacturer’s warranty period, any parts, labor or on-site service or shipping costs covered by that warranty are the sole responsibility of the manufacturer; upon expiration of the shortest portion of the manufacturer’s original labor warranty, this

Plan will furnish the labor necessary to restore Your covered product to standard manufacturer's operating condition. If you purchased this Plan more than ninety (90) days after you purchased the Product, then Coverage under these Plans begin on the date You purchase this Plan and continues for the period of time defined on Your POP. This Plan is inclusive of the manufacturer's labor warranty; it does not replace the manufacturer's labor warranty, but provides certain additional benefits during the term of the manufacturer's warranty. During the manufacturer's warranty period, any parts, labor or on-site service or shipping costs covered by that warranty are the sole responsibility of the manufacturer; upon expiration of the shortest portion of the manufacturer's original labor warranty, this Plan will furnish the labor necessary to restore Your covered product to standard manufacturer's operating condition.

**Remanufactured Equipment, Residential and Commercial Parts and Labor Plans:** Coverage under this Plan begins on the date of product purchase or date of installation by the Selling Retailer (proof of installation date will be required if different from product purchase date) and continues for the period of time defined on Your sales receipt. This Plan is inclusive of the Selling Retailer's 90 -day warranty; it does not replace the Selling Retailer's warranty; and provides certain additional benefits during the term of the Selling Retailer's warranty. During the Selling Retailer's warranty period, any parts, labor, on-site service or shipping costs covered by that warranty are the sole responsibility of the Selling Retailer; upon expiration of the retailer's warranty, this Plan continues to provide many of the manufacturer's and/or retailer's warranty benefits, as well as certain additional benefits listed within this Plan, and will furnish replacement parts and/or labor necessary to restore Your covered product to standard manufacturer's operating condition.

**Remanufactured Equipment, Residential and Commercial Labor Only Plans:** Coverage under this Plan begins on the date of product purchase or date of installation by the Selling Retailer (proof of installation date will be required if different from product purchase date) and continues for the period of time defined on Your sales receipt. This Plan is inclusive of the Selling Retailer's 90 -day warranty; it does not replace the Selling Retailer's warranty; and provides certain additional benefits during the term of the Selling Retailer's warranty. During the Selling Retailer's warranty period, any parts, labor, on-site service, or shipping costs covered by that warranty are the sole responsibility of the Selling Retailer; upon expiration of the retailer's warranty, this Plan will furnish the labor necessary to restore Your covered product to standard manufacturer's operating condition.

2. **LIMIT OF LIABILITY:** If you purchased a Labor Only or Labor Boost Plan, as stated on Your POP, the total amount that We will pay for labor for repairs made in connection with all claim that You make pursuant to this Plan shall not exceed one thousand dollars (\$1,000.00).

**For all other Plans,** Unless otherwise stated above, the total amount that We will pay for repairs or replacement made in connection with all claims that You make pursuant to this Plan shall not exceed the original purchase price of Your Product, less taxes. In the event We make payments for repairs, which in the aggregate, are equal to the original Product purchase price or We replace Your Product, We will have no further obligations under this Plan. IN NO EVENT SHALL THE TOTAL OF ALL CLAIMS OR REPLACEMENTS EXCEED THE ORIGINAL PRICE PAID BY YOU FOR THE COVERED PRODUCT, LESS TAXES.

3. **RENEWABILITY:** This plan is renewable at Our discretion. To renew Your coverage, please call 1-800 -800 - 6132 on or before the expiration date of this Plan. Renewal prices will reflect the age of Your Product, current service costs, and repair experience of the Product model.

Renewal prices will be available from the Administrator upon request at the time of renewal. Note: Not all products are eligible for renewal.

4. **TRANSFERABILITY:** This Plan is transferable by the original purchaser for the balance of the original extended protection period. If You transfer ownership of Your Product, this Plan may be transferred by sending to the Administrator within 10 days of the transfer, at the address above, a copy of this Plan and Your POP, along with the name, address, and phone number of the new owner, and the date of new ownership. The manufacturer's warranty may not be transferable. This Plan does not replace the manufacturer's warranty and provides no coverage therein, except as noted above. The Replacement Plan is not transferable.
5. **TERRITORIES:** The Plan territory is limited to the United States of America, including the District of Columbia, only. It does not include Canada or U.S. territories including Guam, Puerto Rico, or U.S. Virgin Islands.
6. **SUBROGATION:** If You have a right to recover against another party for anything We have paid under this Plan, Your rights shall become Our rights. You shall do whatever is necessary to enable Us to enforce these rights. We shall recover only the excess after You are fully compensated for Your loss.
7. **DISPUTE RESOLUTION – ARBITRATION:** This Plan requires binding arbitration if there is an unresolved dispute between You and Us and or the Selling Retailer concerning this Plan (including the cost of, lack of or actual repair or replacement arising from a breakdown). Under this Arbitration provision, You give up Your right to resolve any dispute arising from this Plan by a judge and/or a jury. You also agree not to participate as a class representative or class member in any class action litigation, any class arbitration, or any consolidation of individual arbitrations. Any dispute on the application of this arbitration provision will be made by the local court of law in the county and state where You live. Notwithstanding this arbitration provision, You are not prohibited from bringing an action in Small Claims Court to resolve Your dispute.

The Consumer Arbitration Rules of the American Arbitration Association ([www.adr.org](http://www.adr.org)) will apply to any arbitration under this Plan. To start arbitration, either You or We must make a written demand to the other party for arbitration. You may make written demand directly to Us at 175 West Jackson Blvd., Chicago, IL 60604, Attn: Law Department. This demand must be made within one year of the earlier of: I. The date the breakdown occurred or the date the dispute arose or II. The applicable statute of limitations period if that period is longer.

One mutually agreed upon arbitrator will be identified. We will advance to you all or part of the fees of the AAA and of the arbitrator. The arbitrator may otherwise allocate these fees. Unless otherwise agreed to by You and Us, the arbitration will take place in the county and state in which You live. The procedural rules for arbitration shall be governed by the Federal Arbitration Act (9 U.S.C.A. § 1 et. seq.) and not by any state law concerning arbitration. The laws of the state of Illinois (without giving effect to its conflict of law principles) govern all substantive matters arising out of or relating to this Plan and all transactions contemplated by this Plan, including, without limitation, the validity, interpretation, construction, performance, and enforcement of this Plan. In the event either party files a claim(s) against the other, resulting in a ruling that a portion of this Plan is unenforceable, the portion of this Plan that has been ruled to be unenforceable shall be severed, and the remaining provisions shall be enforced. However, if the portion of the Plan that was ruled to be unenforceable is or includes the above waiver of class action rights, then this Plan shall be unenforceable in its entirety.

8. **CANCELLATION:** You may cancel this Plan by informing the Selling Retailer of Your cancellation request within 30 days of the purchase of the Plan and You will receive a 100% refund of the full purchase price of Your Plan. If Your cancellation

request is made more than 30 days from the date of purchase, You will receive a pro-rata refund of the Plan purchase price, minus the cost of repairs made (if any), and minus an administrative fee not to exceed \$25 or 10% of the Plan purchase price, whichever is less, unless otherwise provided by state law. The cancellation provisions in this Plan only apply to the original purchaser of this Plan. Any refund due to You will be credited to any outstanding balance of Your account, and the excess, if any shall be refunded to You.

We may not cancel this Plan except for fraud, material misrepresentation or non-payment of the Plan purchase price by You. If We cancel this Plan, We must provide You with a written notice at least 15 days prior to cancellation at Your last known address, with the effective date for the cancellation and the reason for cancellation. If We cancel this Plan, You will receive a refund based upon 100% of the unearned pro-rata Plan purchase price.

9. **INSURANCE:** This is not a contract of insurance. The Obligations of the Provider under this Plan are insured by a reimbursement insurance policy issued by Virginia Surety Company, Inc., 175 West Jackson Blvd., Chicago, Illinois 60604, (800) 209 - 6206. If the Obligor fails to provide service or pay a claim within 60 days, after proof of loss has been provided, you may submit your claim directly to the insurer at the above address. In Washington: Obligations of the Obligor under this Plan are backed by the full faith and credit of the Obligor.
10. **ENTIRE PLAN:** This Plan, including the terms, conditions, limitations, exceptions, and exclusions, and the Proof of Purchase for Your Product, constitutes the entire agreement and no representation, promise or condition not contained herein shall modify these items, except as required by law.
11. **CHANGES:** This Plan originally issued to You will remain in effect throughout Your coverage term. If We adopt any revision which would broaden the coverage under this Plan without additional payment from You within sixty (60) days prior to, or during the coverage period, the broadened coverage will immediately apply to this Plan.

## STATE DISCLOSURES:

State specific disclosures apply see full [Terms and Conditions](#) for details.