

NUSTEP RECUMBENT CROSS TRAINER PURCHASER'S WARRANTY (GREAT BRITAIN AND NORTHERN IRELAND)

Scope of Warranty

These are the terms of the warranty we, NuStep, Inc., give to the original purchaser, resident in Great Britain or Northern Ireland ("you"), of a NuStep Recumbent Cross Trainer (a "Cross Trainer"), but only if it is supplied to you by us or by one of our authorised distributors (a "Distributor").

Unless you have bought the Cross Trainer as a consumer, the terms of this warranty are the only warranty terms we make available to you on your purchase and all other warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded. If you have bought the Cross Trainer as a consumer, nothing in these terms excludes or restricts your statutory rights.

This warranty only extends to repair and replacement of the Cross Trainer and its parts. We shall have no liability in contract, negligence or otherwise for any loss of use of the Cross Trainer, any property damage resulting from the use of the Cross Trainer or any loss of revenue or other economic loss. If we have ourselves supplied the Cross Trainer to you from the USA, the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this warranty or to the sale of the Cross Trainer.

If our Distributor has given you any warranty separate from these terms, that is a matter between you and that Distributor and is not given to you by us.

General Terms of Warranty

We warrant to you that on delivery of the Cross Trainer to you (the "Delivery Date"), then, unless this warranty does not apply because of the Conditions set out below, the Cross Trainer will at the Delivery Date be free from defects in materials and workmanship and will function in accordance with the specifications published by us.

The following provisions explain how you can make a claim on this warranty and give more details about what is covered by our warranty and for how long. This warranty is only for the benefit of you as original purchaser and confers no rights or benefits upon any other person.

Specific terms of warranty and how to claim

Product specialists in our customer service department are available by e-mail and telephone to assist you with troubleshooting and warranty claims. If you need to make a claim on this warranty you must within the period of 2 years from the Delivery Date (the "Warranty Period") deliver written notice to us at the fax number, postal address or e-mail address stated below. That notice must clearly identify the claimed defect in the Cross Trainer. The first 12 months of the Warranty Period are referred to as the "Initial Warranty Period" and the next 12 months after the expiry of the Initial Warranty Period comprise the "Subsequent Warranty Period".

Initial Warranty Period

On your making a valid claim in the Initial Warranty Period we shall supply the necessary replacement parts and provide the labour to fit them to the Cross Trainer. We shall use one of our authorised service providers to provide the labour. You must give them access to your premises to carry out the work unless you agree to deliver the Cross Trainer to their premises.

Subsequent Warranty Period

On your making a valid claim in the Subsequent Warranty Period we shall supply the necessary replacement parts but you will be responsible for any labour costs required to fit them to the Cross Trainer. If you wish you can agree with one of our authorised service providers to do that for you but you will have to pay their costs yourself.

Where, under this warranty, any part of the Cross Trainer is replaced, that replacement may be with a new or reconditioned part and the warranty in respect of that replacement part will continue only for the balance of the original warranty period.

Conditions applicable to any claim

You may only claim under this warranty if the Cross Trainer has been assembled correctly in accordance with our assembly instructions for that Cross Trainer. This warranty does not apply if the Cross Trainer has been damaged by accident, abuse, misuse or misapplication (including, without limitation, uses exceeding the user weight limit specified in the User Manual for that Cross Trainer), vandalism, or as a result of service or modification by anyone other than us or our Distributor or one of our authorised service providers.

This warranty will not extend to the repair or replacement of accessories, batteries, foam grips, seat covers or other parts subject to wear and tear as a result of normal usage or to the repair of cosmetic damage to the cross trainer.

This warranty shall be governed by English law and any disputes in relation to this warranty or the supply of the Cross Trainer may only be resolved in the English courts.

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