

Limited Warranty for Accessory Products (United States and Canada)

NuStep, Inc. ("NSI") warrants to the original purchaser of a NuStep® accessory product designed for use with a NuStep Recumbent Cross Trainer (the "NSI Accessory") who resides in the 50 United States or Canada (the "Covered Purchaser") that the NSI Accessory is on the date released for shipment from NSI's facilities to the Covered Purchaser free from defects in materials and workmanship and will function in accordance with published specifications if used in accordance with the instructions in the NSI Accessory user manual or instructions.

If during the first year following the date of shipment NSI receives written notice from a Covered Purchaser identifying a defect in the NSI Accessory, NSI will supply the parts necessary to repair or, at NSI's option, replace all or any part of the NSI Accessory which upon examination by NSI is determined by NSI to have been defective at the time of shipment. If NSI supplies component parts to repair the NSI Accessory, the Covered Purchaser will be responsible for the labor and other expense of removing and re-installing the affected part(s).

To benefit from this warranty, the Covered Purchaser, within one year following the date of shipment or date of purchase, as applicable, of the NSI Accessory, must deliver written notice to NSI at the fax number, post office address or email address stated below identifying the claimed defect in the NSI Accessory and, if required by NSI in its discretion, at the Covered Purchaser's cost, must return the NSI Accessory to NSI at the address stated below.

NSI's warranty obligation will not extend to the repair or replacement of NSI Accessories subject to wear and tear as a result of usage, to the repair of cosmetic damage to the NSI Accessory after the date of shipment or to the repair or replacement of NSI Accessories used other than with a NuStep Recumbent Cross Trainer. Replaced parts or accessories, at NSI's discretion, may be new or reconditioned parts or accessories. All repaired or replaced NSI Accessories will be warranted against defects under this Warranty Statement for the remaining portion of the original warranty period.

This warranty applies to the NSI Accessory only as long as it is owned by the original Covered Purchaser; has not been damaged by accident, abuse, misuse or misapplication (including, without limitation, uses exceeding the 400 lb. user weight limit specified in the NuStep Recumbent Cross Trainer User Manual or uses other than with a NuStep Recumbent Cross Trainer), vandalism, or as a result of improper service or unauthorized modification; and has not been removed from the 50 United States or Canada. The provisions of this Warranty Statement and the benefits herein are for the sole benefit of the original Covered Purchaser, and confer no rights, benefits or claims upon any other person or entity.

NSI reserves the right to make changes and improvements in the design and construction of new versions of an NSI Accessory without being obligated to make corresponding changes and improvements in previously manufactured accessories.

NSI MAKES NO EXPRESS WARRANTIES BEYOND THOSE STATED IN THIS WARRANTY STATEMENT. TO THE MAXIMUM EXTENT PERMITTED BY LAW, NSI DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY THAT THE NSI ACCESSORY SHALL BE MERCHANTABILITY OR FIT FOR ANY PARTICULAR PURPOSE AND ALL IMPLIED WARRANTIES AND IMPLIED CONDITIONS CONTAINED IN THE SALE OF GOODS ACT AS ADOPTED IN THE PROVINCES OF CANADA. SOME STATES (OR JURISDICTIONS) DO NOT ALLOW, OR LIMIT THE EFFECT OF, LIMITATIONS ON IMPLIED WARRANTIES, SO THAT THIS LIMITATION MAY NOT APPLY TO YOU.

NSI'S RESPONSIBILITY FOR MALFUNCTIONS OR DEFECTS IN THE NSI ACCESSORY OR ANY FAILURE OF THE NSI ACCESSORY TO FUNCTION IN ACCORDANCE WITH PUBLISHED SPECIFICATIONS IS LIMITED TO REPAIR AND REPLACEMENT AS SET FORTH IN THIS WARRANTY STATEMENT. TO THE MAXIMUM EXTENT PERMITTED BY LAW, NSI SHALL NOT BE LIABLE UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY LOSS OF USE OF THE NSI ACCESSORY, INCONVENIENCE OR DAMAGES OF ANY CHARACTER, WHETHER DIRECT, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, LOSS OF REVENUE OR PROFIT, ECONOMIC LOSS, PROPERTY DAMAGE OR WORK STOPPAGE), OR OTHER DAMAGES OF ANY KIND RESULTING FROM THE USE OF THE NSI ACCESSORY, RELATING TO WARRANTY SERVICE, OR ARISING OUT OF ANY BREACH OF THIS WARRANTY STATEMENT OR ANY EXPRESSED OR IMPLIED WARRANTY, EVEN IF NSI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES (OR JURISDICTIONS) DO NOT ALLOW, OR LIMIT THE EFFECT OF, LIMITATIONS ON DAMAGES, SO THAT THIS LIMITATION MAY NOT APPLY TO YOU.

THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS SHALL NOT APPLY TO THIS WARRANTY STATEMENT OR TO SALES OF THE NSI ACCESSORY.

NSI neither assumes nor authorizes any person to assume for it any other obligation or liability in connection with the sale of the NSI Accessory beyond the obligations and liabilities in this Warranty Statement.

This warranty gives you special rights, and you may also have other rights, which may vary from state to state and jurisdiction to jurisdiction.

This warranty shall be governed by the laws of the State of Michigan and any applicable Federal laws of the United States. All disputes under this warranty, and any matters arising out of or relating to the purchase of an NSI Accessory with respect to which this warranty is given, shall be resolved by a court of competent jurisdiction in the State of Michigan, Washtenaw County.

Disclaimer of Warranty (International)

NUSTEP, INC. ("NSI") MAKES NO WARRANTIES TO PURCHASERS NOT RESIDING IN THE 50 UNITED STATES OR CANADA (THE "INTERNATIONAL PURCHASERS") REGARDING THE NSI ACCESSORY. ACCORDINGLY, EACH NSI ACCESSORY PURCHASED BY AN INTERNATIONAL PURCHASER WILL BE SOLD AND PURCHASED "AS IS" AND NSI WILL HAVE NO RESPONSIBILITY FOR THE REPAIR OR REPLACEMENT OF ANY DEFECTIVE PARTS AND WILL HAVE NO RESPONSIBILITY FOR ANY DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL OR OTHER DAMAGES OF ANY KIND RESULTING FROM ANY MALFUNCTION OR DEFECT OF THE NSI ACCESSORY.

A distributor selling the NSI Accessory outside of the 50 United States or Canada may, in its distribution and sale, offer warranties to the International Purchasers pursuant to a separate "International Warranty". If and in such event, the recourse of the International Purchaser will be limited to the distributor providing that International Warranty and NSI will have no responsibility to fulfill the commitments of the distributor under that International Warranty.

US AND CANADIAN CUSTOMERS

NuStep, Inc.
5111 Venture Drive Suite 1
Ann Arbor, MI 48108
1-800-322-4434 Customer Support
1-800-322-2209 Sales
1-734-769-8180 Fax
support@nustep.com

International Customers

Please contact your local distributor for warranty details.

Effective February 1st, 2007