

NuStep, LLC Transitt™ Real Time Bio Feedback System Limited Hardware Warranty (United States)

NuStep, LLC ("NuStep") hereby warrants to the original purchaser (the "Purchaser") of a Transitt™ Real Time Bio Feedback System (a "Transitt") who resides in any of the 50 States or the District of Columbia in the United States that the physical components of the Transitt are on the date released for delivery to the Purchaser by NuStep or a NuStep authorized distributor (the "Delivery Date") free from defects in materials and workmanship and will function in accordance with published specifications if set up for use, maintained, and used in accordance with the instructions in the User Manual for that Transitt. NuStep's warranty for the computer software programmed into the Transitt or used in connection with the Transitt to permit data collection for the use of the Transitt and for the storage of that data is provided at www.nustep.com/legal/ (the "Transitt Software EULA"), and may be updated from time to time, in NuStep's discretion.

NuStep's warranty for all component physical parts of the Transitt other than the frame will be effective for three years after the Delivery Date and NuStep's warranty for the frame elements of the Transitt will be effective for ten years after the Delivery Date (each the "Applicable Warranty Period"). The frame elements include the frame, seat rail rear support bracket, rear support nut plate, console bracket, frame brace and frame joint bars.

To benefit from this warranty for physical components, the Purchaser, within the warranty period applicable to the defective component, must deliver written notice to NuStep at the post office address or email address stated below identifying the claimed defect in the Transitt and, if the defect relates to any cover, foot pedal tread insert, grips, seat cushions or other customer installable parts (an "Installable Part"), at the Purchaser's cost, must return that Installable Part to NuStep at the address stated below.

If written notice of the claim is received by NuStep during the first year following the Delivery Date, NuStep will, subject to the next following sentences, supply the labor and parts necessary to repair or, at NuStep's option, replace any part of the Transitt which upon examination by NuStep is determined by NuStep to have been defective on the Delivery Date. If the defective part is an Installable Part, then NuStep will supply that Installable Part to the Purchaser and the Purchaser will be responsible for the labor and other expense of re-installing the repaired or replacement Installable Part supplied by NuStep. If the defective part is not an Installable Part, then NuStep will be responsible for the labor and other expense of removing and re-installing the defective part. NuStep will not be responsible for the labor or other expense of removing or re-installing defective parts for Purchasers located in remote areas of Alaska. Please contact NuStep for details on NuStep service areas.

If written notice of the claim is received by NuStep during the Applicable Warranty Period but after the first year following the Delivery Date, then NuStep will supply all parts necessary to repair or, at NuStep's option, replace any part of the Transitt which upon examination by NuStep is determined by NuStep to have been defective on the Delivery Date and the Purchaser will be responsible for the labor and other expense of removing and re-installing the defective part.

NuStep's warranty obligation will not extend to the repair or replacement of accessories, foam grips, seat covers or other parts subject to wear and tear as a result of usage or to the repair of cosmetic damage to the Transitt after the Delivery Date. Replaced parts, at NuStep's discretion, may be new or reconditioned parts. All repaired or replaced parts will be warranted against defects under this Warranty Statement for the remaining portion of the original Applicable Warranty Period.

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

NuStep reserves the right to make changes and improvements in the design and construction of existing and new models of its Transitts without being obligated to make corresponding changes and improvements in previously manufactured models.

NUSTEP MAKES NO WARRANTIES BEYOND THOSE STATED IN THIS HARDWARE WARRANTY STATEMENT AND IN THE TRANSITT SOFTWARE EULA. TO THE MAXIMUM EXTENT PERMITTED BY LAW, NUSTEP DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY THAT THE TRANSITT SHALL BE MERCHANTABLE OR FIT FOR ANY PARTICULAR PURPOSE AND ALL IMPLIED WARRANTIES AND IMPLIED CONDITIONS CONTAINED IN THE UNIFORM COMMERCIAL CODE AS ADOPTED IN STATES OR DISTRICT OF COLUMBIA IN THE UNITED STATES, SOME JURISDICTIONS DO NOT ALLOW, OR LIMIT THE EFFECT OF, LIMITATIONS ON IMPLIED WARRANTIES, SO THAT THIS LIMITATION MAY NOT APPLY TO ALL PURCHASERS.

NUSTEP'S RESPONSIBILITY FOR MALFUNCTIONS OR DEFECTS IN THE PHYSICAL COMPONENTS OF THE TRANSITT OR ANY FAILURE OF THE PHYSICAL COMPONENTS OF THE TRANSITT TO FUNCTION IN ACCORDANCE WITH PUBLISHED SPECIFICATIONS IS LIMITED TO REPAIR AND REPLACEMENT OF THE DEFECTIVE COMPONENTS AS SET FORTH IN THIS HARDWARE WARRANTY STATEMENT. TO THE MAXIMUM EXTENT PERMITTED BY LAW, NUSTEP SHALL NOT BE LIABLE UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY LOSS OF USE OF THE TRANSITT, 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 TRANSITT, RELATING TO WARRANTY SERVICE, OR ARISING OUT OF ANY BREACH OF THIS HARDWARE WARRANTY STATEMENT OR ANY EXPRESSED OR IMPLIED WARRANTY, EVEN IF NUSTEP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW, OR LIMIT THE EFFECT OF, LIMITATIONS ON DAMAGES, SO THAT THIS LIMITATION MAY NOT APPLY TO ALL PURCHASERS.

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

NuStep neither assumes nor authorizes any person to assume for it any other obligation or liability in connection with the sale of the Transitt beyond the obligations and liabilities in this Hardware Warranty Statement and the Transitt Software EULA. Purchasers may have other rights, which may vary from 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 a Transitt with respect to which this warranty is given, shall be resolved by a court of competent jurisdiction in the State of Michigan, Washtenaw County, which shall be the exclusive jurisdiction for litigating such disputes.

DISCLAIMER OF INTERNATIONAL WARRANTY: NUSTEP MAKES NO WARRANTIES REGARDING THE TRANSITT TO PURCHASERS NOT RESIDING IN ONE OF THE 50 STATES OR THE DISTRICT OF COLUMBIA IN THE UNITED STATES (THE "INTERNATIONAL PURCHASERS"). ACCORDINGLY, EACH TRANSITT PURCHASED BY AN INTERNATIONAL PURCHASER WILL BE SOLD AND PURCHASED "AS IS" AND NUSTEP 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 TRANSITT.

A distributor selling the Transitt to purchasers outside of the United States 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 NuStep will have no responsibility to fulfill the commitments of the distributor under that International Warranty.

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