

## **POWERHOUSE FITNESS WARRANTY EXTENSION**

### **AT A GLANCE**

Our warranty extension allows you to carry on working out all-year round, protecting your equipment.

The Powerhouse Fitness warranty extension is your safeguard against material, construction and production faults that occur after the manufacturer's warranty or guarantee has expired.

- No co-payment in the event of damage
- Individual warranty durations ranging from one to three years after the expiration of the manufacturer's warranty / guarantee.
- Safeguard against material, construction and production faults
- This warranty extension can be purchased together with a piece of fitness equipment for private / home use

### **HOW IT WORKS**

- Select the 'Powerhouse Fitness' warranty extension with the duration of your choice when placing your order
- The warranty extension policy is sent to your email address once your order has been placed
- Keep the documentation safe and have it ready to present in the event of a fault.

These are the 3 simple steps to extending the life of your equipment.

## **GENERAL CONDITIONS OF THE WARRANTY EXTENSION**

Please read the terms and conditions of this document, carefully and in-full. It is a summary of all the important information for the fulfilment and conclusion of the contract of our warranty extensions.

### **WARRANTY CASE AND BENEFITS**

1. The warranty extension can be concluded for which equipment?
2. Which benefits does the warrantor give and what is not included in the warranty extension?
3. What has to be taken into consideration at and after occurrence of the damage event, which contractual duties to collaborate (obligations) are there and which consequence are caused by the breach of the duties to collaborate?
4. To whom and when the warrantor produce the benefits?

### **WARRANTY PROTECTION AND PAYMENT**

1. When does the warranty protection start?
2. What does the insured have to mind regarding the payment?
3. When does the warranty extension end?
4. What is applicable for return or exchange of the equipment?

### **FURTHER PROVISIONS**

1. Where can claims be legally asserted?
2. Who is the contact person?

## **WARRANTY CASE AND BENEFITS**

### **1. The warranty extension can be concluded for which equipment?**

**1.1** The warranty extension can be exclusively purchased for new equipment and for private use of the equipment. The useful life for private use, according to the generally applicable purposes of the use, if not more than 3 hours per day of operation. The warrantor offers a maintenance agreement for light commercial or full commercial use.

The warranty extension can only be purchased for the products marked by the warrantor.

**1.2** A warranty extension cannot be concluded afterwards.

### **Which benefits does the warrantor give and what is not included in the warranty extension?**

**2.1** The warranty extension is valid for the equipment specified on the proof of purchase (incl. The original accessory products included in the scope of delivery).

### **2.2 Cost of repair**

In the case of a guarantee, the warrantor compensates for necessary costs of repair of the affected equipment, at maximum up to and amount of fair value of the equipment according to number 2.4 because of

- material defects
- construction faults
- production faults

The cost of repair includes costs for spare parts, wages and travel costs of the technician. The repair and exchange works, are done by technicians charged by the warrantor (or by technicians of the manufacturer).

### **2.3 Loan unit / Financial compensation**

If a defect liable to replacement cannot be economically rectified within a term of 15 business days, in general, and an interference of the operability of the equipment exists, the insured receives a loan unit of the same kind and quality of a reimbursement of cost of repair.

In case, the costs of repair exceed the amount of the fair value of the equipment, which is defined in 2.4, the warrantor grants a replacement device of the same kind and quality up to an amount of the fair value.

**2.4** The insurance benefit is limited to a respective fair value of the insured equipment. The fair value is calculated as follows:

Age of Equipment	The fair value in % of the original purchase price
Up to 1 year	100
Up to 2 years	80

Up to 3 years	80
Up to 5 years	60
Otherwise	40

**2.5** There is no warranty protection for:

- Damages which do not interfere the function of the insured equipment of the accessory, especially scratches and damages on the varnish of the frame.
- Damages, for which warranty and guarantee claims against the manufacturer exist
- Damages, which occur due to the wear-out due to operating conditions ie. especially damages on wheels, belts, ball bearing, ropes, guide rollers, pedals, upholsteries, saddle, grip surfaces, brakes, springs, running decks, running mats, chains, leather and felt brakes and batteries.
- Damages, which are caused by non-professional repairs, interferences, later installations, refittings or upgrades or cleaning, except of an exchange of parts, which was done at the instruction of or as directed by a technician by oneself
- Damages or interferences, which can be repaired by cleaning the equipment (i.e. soiling)
- Damages, which do not directly occur on the equipment (consequential damages)
- Damages, which are wilfully caused
- Damages on or cause by the software, inappropriate modification of the software, programming error, computer viruses as well as damage on external data medium
- Damages on upgraded or newly purchase hardware, not included in the original scope of delivery,
- Damages, caused directly or indirectly by external influences (i.e. theft, humidity, fire, water, fall damages as well as operating error)
- Costs of loan units

**2.6** The insured has to reside in the UK at the time of purchase. Benefits of this warranty extension can only be asserted and produced in the UK.

### **3. WHAT HAS TO BE TAKEN INTO CONSIDERATION AT AND AFTER OCCURENCE OF THE DAMAGE EVENT, WHICH CONTRACTUAL DUTIES TO COLLABORATE (OBLIGATIONS) ARE THERE AND WHICH CONSEQUENCES ARE CAUSED BY THE BREACH OF THE DUTIES TO COLLABORATE?**

The following obligations are given at and after a warranty case, so the warrantor can check the conditions of benefits:

**3.1** The warranty case has to be reported by the warrantor by phone or in written form (via the notification of claim form) and has to state invoice and serial number of the equipment within 14 days after it became known.

**3.2** After occurring of the warranty case, the insured has to minimize the damage as good as possible.

**3.3** If the insured sells the equipment, it has to be reported to the warrantor. The warranty protection of the equipment ends at the day of sale. Though the purchaser can ask the warrantor to sign over the warranty extension within one month after the purchase of the equipment.

If one of these existing obligations is breached, considerable legal disadvantages might arise. As a general rule:

If a will-full breach of obligation is given, the entitlement to benefits is lost. The warrantor is entitled to reduce the benefits in an adequate proportion according to the gravity of the fault in case of grossly negligent breach. If the insurance holder proves that the breach of obligation was not grossly negligent, the entitlement to benefits remains. The entitlement of benefits is also lost for fraudulent breach of an obligation.

#### **4. To whom and when does the warrantor produce the benefits?**

**4.1** In event of damage, the insured can assert directly and on one's own behalf his rights existing according to these conditions towards the warrantor.

**4.2** The warranty case has to be checked by the warrantor at the earliest opportunity and the benefits have to be produced by the warrantor within 15 business days, in general, after reporting the damage event by the insured.

### **WARRANTY PROTECTION AND PAYMENT**

#### **5. When does the warranty extension start?**

Warranty cover exists once the warranty extension is purchased by the guarantee take and the registration is done on the registration link:

However not earlier than as of expiry of the manufacturer's warranty and the legal warranty.

#### **6. What does the insured has to mind regarding the invoice payment?**

**6.1** Together with the equipment purchase, the invoice payment has to be done by the payment method chosen throughout the purchase.

**6.2** The amount stated in the invoice includes the legal VAT.

**6.3** If the amount is not paid at the warranty case, there is no entitlement to benefits. Though an obligation to perform is given, when it can be proved to the warrantor that the insured is not responsible for representing the non-payment.

#### **7. When does the warranty extension end?**

**7.1** The warranty extension ends after the expiration of the term chosen throughout the purchase.

**7.2** The warranty extension can be revoked by the insured in written form by email, fax or by post within 14 days after conclusion. The form of revocation, which is available on the website of the warrantor, can also be used for the revocation. The address data of the warrantor can be found on the first page of this form. Posting the revocation in time (postmark) is sufficient for keeping the term.

#### **8. What is applicable for return or exchange of the equipment?**

**8.1** If the purchase of the equipment contained in the warranty extension within the legal guarantee, the warranty extension is terminated as well. The purchase is reversed.

**8.2** When the insured equipment is returned in the scope of an existing right to return, the warranty extension is terminated as well. The purchase is reversed.

8.3 When the damaged equipment is exchanged against new equipment of the same kind and quality in the scope of the legal guarantee, the warranty extension is devolved upon the new equipment.

## **FURTHER PROVISIONS**

**9. Where can claims be legally asserted?**

**9.1** The law of the country, where the purchase of the warranty extension was concluded, is applicable for the warranty extension. The law of UK respectively of the country, where the headquarters of the warrantor are located, is applicable for online purchase.

**9.2** If the insured has the opinion that the warrantor has unjustly rejected a benefit, he/she can let check the decision at the court competent for their residence. If the insured transfers his/her place of residence to a country outside of the UK or to a contractual state of the treaty of the European Economic Zone he/she can exclusively call on the court responsible for the headquarters of the warrantor.

**10. Who is the contact person?**

In case of questions or occurrence of damage, the insured has to contact the warrantor directly. The contact data of the contact person can be found on the covering page of this document.