

LIMITED PERFORMANCE GUARANTEE

Standing Fitness Inc., a California corporation (“Standing Fitness”), guarantees that the Daily Core™ Strength Building and Aerobic Exercise Machine (“Daily Core Machine”) will meet the purchaser’s performance needs and expectations for a period of one (1) year from the date of delivery. Should purchaser regularly use his or her Daily Core Machine for a period of one (1) year and not be satisfied with the results, Standing Fitness will offer a full refund for the Daily Core Machine subject to purchaser’s compliance with the terms of this Limited Performance Guarantee.

1. To qualify for the Limited Performance Guarantee hereunder, Purchaser is required to regularly use the Daily Core Machine, deemed to be no less than three (3) times per week for a period of at least ten (10) minutes on each occasion. By claiming the Limited Performance Guarantee hereunder, purchaser is warranting that he or she has used the Daily Core Machine properly and regularly, in accordance with the foregoing schedule of use. Further, purchaser must evidence such proper and regular usage by sending to Standing Fitness three (3) short videos demonstrating his or her proper performance of the twelve (12) basic exercises set forth in the Daily Core Machine’s owner’s manual (3-5 seconds per exercise is sufficient) at the following intervals: i) the first video must be dated and submitted between ten (10) and fourteen (14) weeks of the date of delivery of the Daily Core Machine, ii) the second video must be dated and submitted between twenty-four (24) and twenty-eight (28) weeks of the date of delivery of the Daily Core Machine, and iii) the third video must be dated and submitted between forty-six (46) and fifty (50) weeks of the date of delivery of the Daily Core Machine (collectively, the “Videos”). The Videos will be archived under the purchaser’s unique customer identification number and are to be used by Standing Fitness only to verify proper and regular usage of the Daily Core Machine, in Standing Fitness’ sole discretion, for purposes of determining purchaser’s qualification for a refund under this Limited Performance Guarantee. Once a refund has been issued by Standing Fitness, and such refund has been confirmed by purchaser, or the time period to apply for a refund hereunder has expired, as applicable, Standing Fitness shall delete the Videos.
2. This Limited Performance Guarantee does not extend to any Daily Core Machine that Standing Fitness determines, in its sole discretion, to have been i) improperly used by purchaser, as evidenced by the Videos, or ii) improperly assembled, misused or neglected in use, storage, or handling, or that has been modified or otherwise serviced by non-qualified personnel. Any refunds issued under this Limited Performance Guarantee will only be issued upon the satisfactory return of the Daily Core Machine to Standing Fitness and Standing Fitness’ inspection and determination that the Daily Core Machine is in good working order, subject only to ordinary wear and tear.
3. This Limited Performance Guarantee shall only be provided following purchaser’s proper submission of a written request via email to info@standingfitness.com no earlier

than one (1) year following the date of delivery of the Daily Core Machine and no later than thirty (30) days thereafter. Upon receipt, Standing Fitness shall review the Videos of purchaser and determine purchaser's qualification for the Limited Performance Guarantee hereunder. If qualified, Standing Fitness shall provide purchaser with a return authorization number, at which point purchaser shall package the Daily Core Machine in the original shipping packaging, with all accompanying manuals, parts and accessories, and ship, at purchaser's sole expense, to Standing Fitness at 708 Gravenstein Hwy. N., Ste #248, Sebastopol, CA 95472. The purchaser's Daily Core Machine must be received within thirty (30) days of the submission of purchaser's refund request. If, upon receipt of purchaser's Daily Core Machine, Standing Fitness determines, in its sole discretion, that damage (including, without limitation, due to improper usage or assembly, missing parts, or the like) has been caused to the Daily Core Machine beyond ordinary wear and tear, purchaser's refund shall be reduced accordingly. Refunds shall be (i) in the amount of the original purchase price plus applicable sales tax, (ii) to the original method of payment (please allow 7-10 days for the refund to reflect back into your account) unless otherwise indicated by Standing Fitness, and (iii) exclusive of any delivery or shipping charges, as the same are non-refundable and are the purchaser's responsibility.

4. EXCEPT AS TO THE REFUND OBLIGATIONS EXPRESSLY SET FORTH IN THIS GUARANTEE, THE DAILY CORE MACHINE IS PROVIDED "AS IS," THAT IS, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND IN PARTICULAR, STANDING FITNESS DOES NOT MAKE ANY IMPLIED WARRANTY OF MERCHANTABILITY OF FITNESS OR FOR A PARTICULAR PURPOSE.
5. IN NO EVENT SHALL STANDING FITNESS BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, OR SPECIAL DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF USE OF ANY SYSTEM, COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS OR SERVICES AND THE LIKE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. Purchaser may not assign this limited guarantee to a transferee of the Daily Core Machine without the prior written consent of Standing Fitness.
7. This warranty shall be governed by and construed in accordance with the laws of the State of California.