

# **SPEEDE FITNESS LLC**

## **LIMITED COMMERCIAL USE WARRANTY**

### **WHO DOES THIS WARRANTY COVER?**

This limited warranty (this “*Warranty*”) is issued by Speede Fitness LLC (“*Speede*,” “*we*,” or “*us*”) to you, the purchaser, on the condition that you use the Speede Challenger Machine (the “*Product*”) solely indoors and solely in a commercial setting, and that you comply in full with the Speede Fitness Commercial Partner Standard Terms & Conditions of Purchase, and excluding (i) any use in fitness, recreation, amenity, or other common access rooms of multi-family residential complexes, and (ii) use in for-profit, membership-based commercial gyms other than gyms open solely to employee populations as part of an employer-sponsored corporate wellness benefit. Any other use of the Product, including the uses described in clauses (i) or (ii) of the foregoing sentence, shall void this Warranty.

During the applicable Warranty periods described below, the covered components of the Product will be free of defects or malfunctions during normal use. Certain exclusions apply, as further described in this Warranty. The Warranty applies for the following components of the Product only, for the time period indicated. The Warranty applies only against defects discovered within the applicable Warranty period and only so long as the Product remains in the possession of the original purchaser. This Warranty applies to both new and refurbished Product units sold directly by Speede.

The Warranty covers only you, the original Product purchaser, and does not extend to any territories or countries outside the United States. The Warranty cannot be assigned or transferred to any subsequent purchaser or user and is not available to Products that were purchased from any source other than Speede.

### **WHAT DOES THIS WARRANTY COVER?**

This Warranty covers defects in the Product you purchased directly from Speede. Speede warrants that the Product is free from defects in materials and workmanship and will, under normal and intended use, function substantially in accordance with our Product documentation and technical specifications.

The Warranty applies for the following components of the Product only, for the time period indicated. The Warranty applies only against defects discovered within the applicable Warranty period and only so long as the Product remains in the possession of the original purchaser.

Proof of Product purchase is required as a condition for coverage under this Warranty. The Product requires an online connection to ensure full functionality. Certain exclusions apply, as further described in this Warranty.

If a defect arises in the Product or a warranted component within the applicable Warranty period, the purchaser’s sole and exclusive remedy is for Speede to, at Speede’s discretion to the extent

permitted by law, either replace or repair the defective or malfunctioning Product or component with the same or a comparable model.

Any replacement or repaired component shall be warranted for the remainder of the original Warranty period or thirty (30) days, whichever is longer, or for any additional period that is required by applicable law.

## **WHAT IS NOT COVERED BY THE WARRANTY?**

Regardless of the above, the Warranty does not cover the following:

- Software and software functionality. Speede does not warrant that the operation of the Product will be uninterrupted or error-free.
- Internet connectivity.
- Damage or loss of access as a result of Speede's termination or suspension of your account.
- Data loss and any costs associated with data recovery.
- Normal wear and tear.
- Defects or malfunctions experienced during or caused by use not in conformity with Product documentation and technical specifications.
- Damage caused by misuse, accident, neglect, abuse, alteration, improper or unauthorized modification, or tampering.
- Damage to your property, walls, or floors that may result from installation or removal of the Product.
- Damage caused by improper or incorrectly performed maintenance or repair.
- Damage caused by improper or negligent installation, relocation, or uninstallation. All moves or repairs attempted by you or your agents are undertaken **AT YOUR OWN RISK** and Speede shall have no liability for any injury to any person or property arising from such attempted moves or repairs. In addition, labor may no longer be covered if you move outside of Speede's service area.
- Damage or equipment failure due to accident, abuse, improper or abnormal use, neglect, corrosion, discoloration of paint or plastic (or any other change in cosmetic appearance that does not affect performance), theft, vandalism, fire, flood, wind, lightning, freezing, or other natural disasters or acts of God of any kind, electrical wiring, power reduction, power fluctuation or power failure from whatever cause, unusual atmospheric conditions, collision, introduction of foreign objects, or modifications that are unauthorized or not recommended by Speede.
- Use of the Product with parts or accessories from third parties, or with parts or accessories not originally intended for or compatible with the Product, or any use contrary to the instructions in the Product Owner's Manual.
- Product that has been resold.

- Incidental or consequential damages. Speede is not responsible or liable for indirect, special, incidental, or consequential damages, economic loss, loss of property or profits, loss of enjoyment or use, or other consequential damages of any nature whatsoever in connection with the purchase, use, repair or maintenance of equipment or parts. Speede does not provide monetary or other compensation for any such repairs or replacement parts costs, including but not limited to gym membership fees, work time lost, cost of substitute equipment, diagnostic visits, maintenance visits or transportation.
- Product or Product parts returned without a Return Material Authorization (RMA) number.
- Any other Speede products or services, non-Speede products or labor, units that are, or that Speede reasonably believes to be, stolen, counterfeit, or purchased from an unauthorized distributor or reseller, units purchased or used outside the U.S., and units missing serial numbers.

Where permitted by law, replacement units, parts and electronic components reconditioned to as-new condition by Speede or its vendors may sometimes be supplied as Warranty replacement and constitute fulfillment of Warranty terms.

## **WHAT IS THE WARRANTY PERIOD?**

The Warranty period is as follows, beginning from the date of purchase or delivery of the Product, whichever is later:

### **Challenger Machine Frame:**

Speede warrants the frame (excluding any moving parts bolted to the structural frame) against defects in workmanship and materials for a period of twenty-four (24) months from the date of original delivery.

### **Challenger Machine Components:**

Speede warrants the components and all original parts of the Challenger Machine, including its bench, handles, and straight bar, against defects in workmanship and materials for a period of twenty-four (24) months from the date of original delivery.

### **Touchscreen:**

Speede warrants the touchscreen against defects in workmanship and materials for a period of twenty-four (24) months from the date of original delivery.

### **Accessories:**

Speede warrants the accessories against defects in workmanship and materials for a period of twenty-four (24) months from the date of original delivery.

### **Replacement Parts:**

Remainder of the original Warranty period, or thirty (30) days, whichever is longer.

**Labor:**

For a Speede Product originally assembled by an authorized Speede technician, Speede will cover the labor cost for the repair or replacement made under this Warranty for a period of twenty-four (24) months from the date of original delivery. Except where applicable law requires otherwise, repair labor is not covered for locations where Speede did not originally assemble the Product, or the Product is moved to a location that is outside of Speede's service area.

**HOW DO YOU SUBMIT A CLAIM OR REQUEST WARRANTY SERVICE?**

Contact Speede at [support@speede.fit](mailto:support@speede.fit) to report any Product issues and/or open a claim covered under this Limited Commercial Warranty. Our team will reach out to you to attempt to help resolve your issue. If the issue cannot be addressed remotely, Speede may dispatch a technician to further investigate and troubleshoot the problem.

To be eligible for service under this Warranty, you must contact the Speede Fitness Support team within ten (10) days of the date of discovery of any nonconformity or defect. You will be asked to make the affected product available for inspection by Speede or its representative(s) and to provide Speede with the serial number of your Product and the dated receipt, Sales Agreement, Purchase Order, or other proof of purchase.

Claims must be made within the applicable warranty period set forth above.

If your Product has a defect or malfunction covered by this Warranty, Speede will repair, replace, or refund the Product at the sole discretion of Speede. If Speede determines that a Product should be replaced, the replacement may be a new or a re-manufactured Product. Speede may not return the original Product to you, nor can Speede guarantee replacement or repair of the Product without risk to, or loss of, data stored on your original Product.

Do not return any Product to Speede without first receiving a Return Material Authorization (RMA) number and instructions for how to proceed. Speede may require you to furnish proof of purchase and/or comply with other requirements before receiving Warranty service.

**WHAT LAW GOVERNS THE WARRANTY?**

The laws of the State of Illinois, USA, govern this Warranty, without giving effect to any conflict of laws principles that may provide the application of the law of another jurisdiction. Any disputes between you and Speede related to this Warranty or the Product will be governed by the then-current dispute resolution procedures set forth in Speede's Terms of Service.

This Warranty gives you specific legal rights, and you may also have other legal rights, which vary from state to state.

**THIS WARRANTY IS THE EXCLUSIVE WARRANTY GIVEN BY SPEEDE AND SUPERSEDES ANY PRIOR, CONTRARY, OR ADDITIONAL REPRESENTATIONS**

REGARDING THE PRODUCT OR ANY CONNECTED SOFTWARE OR SERVICES. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY STATUTORY WARRANTY OR CONDITION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE DISCLAIMED EXCEPT TO THE EXTENT PROHIBITED BY LAW. IN SUCH EVENT, SUCH WARRANTY IS LIMITED TO THE DURATION OF THE WARRANTY PERIODS SET FORTH ABOVE. THIS EXCLUSION APPLIES EVEN IF THIS WARRANTY FAILS ITS ESSENTIAL PURPOSES AND REGARDLESS OF WHETHER DAMAGES ARE SOUGHT FOR BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, OR STRICT LIABILITY IN TORT OR UNDER ANY OTHER LEGAL THEORY.

This Warranty does not extend any implied or statutory warranties, conditions, or representations. Speede does not assume any liability for any special, indirect, incidental, punitive, or consequential damages of any kind whatsoever, including but not limited to loss of profits or revenues, loss of data, loss of use of the Product, cost of replacement or substitute items, or loss of use during the period that the Product is being replaced or repaired. Further, Speede shall not be liable to you for any special, consequential, incidental, indirect, or punitive damages of any kind whatsoever, even if Speede has been advised as to the possibility of such damages, for any claim arising from or related to this Warranty statement, regardless of the form of action, whether in contract, tort (including negligence), product liability, lost revenue, lost profit, lost data, or privacy, or any other cause of action or legal or equitable theory.

In no event shall Speede's liability for any claim arising out of or related to this Warranty exceed the price paid by you for purchase of the Product, regardless of the form of action, whether in contract, tort (including negligence), product liability, lost revenue, lost profit, lost data, or privacy, or any other cause of action or legal or equitable theory.

## **QUESTIONS?**

If you have questions regarding this Limited Commercial Warranty, or to begin the service process, please contact us at [support@speede.fit](mailto:support@speede.fit).

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