

Terms and Conditions of Sale

These Terms and Conditions of Sale (the "Terms") apply to the purchase and sale of products and services through www.repfitness.com or affiliated website (collectively referred to as the "Website"). These Terms are subject to change by Rep Fitness, LLC (referred to as "Rep Fitness", "us", "we", or "our" as the context may require) without prior written notice at any time, in Rep Fitness' sole discretion. The latest version of the Terms will be posted on the Website, and you should review these Terms prior to purchasing any product or services that are available through the Website. Your continued use of the Website after a posted change in these Terms will constitute your acceptance of and agreement to such changes.

THIS DOCUMENT CONTAINS VERY IMPORTANT INFORMATION REGARDING YOUR RIGHTS AND OBLIGATIONS, AS WELL AS CONDITIONS, LIMITATIONS AND EXCLUSIONS THAT MIGHT APPLY TO YOU. PLEASE READ IT CAREFULLY.

THESE TERMS INCORPORATE THE REP FITNESS WEBSITE TERMS OF USE, WWW.REPFITNESS.COM/TERMSOFUSE, AND THE REP FITNESS PRIVACY POLICY, WWW.REPFITNESS.COM/PRIVACY-POLICY.

BY PLACING AN ORDER FOR PRODUCTS OR SERVICES FROM THE WEBSITE, YOU ACCEPT AND ARE BOUND BY THESE TERMS, INCLUDING THE TERMS OF USE AND PRIVACY POLICY.

YOU MAY NOT ORDER OR OBTAIN PRODUCTS OR SERVICES FROM THE WEBSITE IF YOU (A) DO NOT AGREE TO THESE TERMS, (B) ARE NOT THE OLDER OF (i) AT LEAST 18 YEARS OF AGE OR (ii) LEGAL AGE TO FORM A BINDING CONTRACT WITH REP FITNESS, LLC, OR (C) ARE PROHIBITED FROM ACCESSING OR USING THE WEBSITE OR ANY OF THE WEBSITE'S CONTENTS, GOODS OR SERVICES BY APPLICABLE LAW.

1. Order Acceptance and Cancellation. You agree that your order is an offer to buy, under these Terms, all products and services listed in your order. All orders must be accepted by us or we will not be obligated to sell the products or services to you. Rep Fitness may choose not to accept any orders in its sole discretion. After having received your order, we will send you a confirmation e-mail with your order number and details of the items you have ordered. Acceptance of your order and the formation of the contract of sale between Rep Fitness and you will not take place unless and until you have received your order confirmation e-mail. You have the option to cancel your order at any time before we have sent your shipping confirmation e-mail by calling our Customer Service Department at 720-420-1731.

2. Prices and Payment Terms.

(a) Pricing. All prices posted on the Website are subject to change without notice. The price charged for a product or service will be the price in effect at the time the order is placed and will be set out in your order confirmation e-mail. Price increases will only apply to orders placed after such changes. Posted prices do not include taxes or

charges for shipping and handling. All such taxes and charges will be added to your merchandise total and will be itemized in your shopping cart and in your order confirmation e-mail. We are not responsible for pricing, typographical or other errors in any offer by us and we reserve the right to cancel any orders arising from such errors.

(b) Payment. Terms of payment are within Rep Fitness' sole discretion and, unless otherwise agreed by us in writing, payment must be received by us before our acceptance of an order. Rep Fitness accepts various credit cards, and cash for all purchases. You represent and warrant that (i) the credit card information you supply to us is true, correct and complete, (ii) you are duly authorized to use such credit card for the purchase, (iii) charges incurred by you will be honored by your credit card company, and (iv) you will pay charges incurred by you at the posted prices, including all applicable taxes, if any.

3. Shipments; Delivery; Title and Risk of Loss.

(a) Shipping. We will arrange for shipment of the products to you. Please check the individual product page for specific delivery options. You will pay all shipping and handling charges specified during the ordering process.

(b) Title/Risk of Loss. Title and risk of loss pass to you upon our transfer of the products to the carrier/delivery. Shipping and delivery dates are estimates only and cannot be guaranteed. We are not liable for any delays in shipments.

4. Returns and Refunds.

(a) Incorrect/Damaged Product. If you received the wrong item in your order or if your order was damaged during shipment, please document the damage immediately with photos, or refuse shipment if possible, and contact us immediately. You must call 720-420-1731 or E-mail info@repfitness.com, within 7 days after receipt, so we can ship the proper items to you and give you instructions on returning any errors or damaged product.

(b) Other Returns. Except for any products designated on the Website as non-returnable including, without limitation, clearance or discontinued items, Rep Fitness will accept a return of the products for a refund of your purchase price/credit, less the original shipping and handling costs, provided such return is made within thirty (30) days of delivery and provided such products are returned in their original condition. A 15% restocking fee will apply to items returned without the original packaging or in used but sellable condition. To return products, you must call 720-420-1731 or e-mail our Returns Department at info@repfitness.com to obtain a Return Merchandise Authorization ("RMA") number before shipping your product. No returns of any type will be accepted without an RMA number.

(c) Shipping. Except for incorrectly shipped or damaged items, you are responsible for all shipping and handling charges on returned items. You bear the risk

of loss during shipment. Rep Fitness therefore strongly recommends that you fully insure your return shipment against loss or damage and that you use a carrier that can provide you with proof of delivery for your protection.

(d) Processing Time. Refunds are generally processed within approximately three (3) business days of our receipt of your merchandise. Your refund will be credited back to the same payment method used to make the original purchase on the Website. WE OFFER NO REFUNDS ON ANY PRODUCTS DESIGNATED ON THE WEBSITE AS NON-RETURNABLE.

5. LIMITED WARRANTY.

THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE.

REP FITNESS WARRANTS THAT, EXCEPT AS OTHERWISE PROVIDED, THE PRODUCTS PURCHASED FROM THE WEBSITE WILL BE FREE FROM MANUFACTURER DEFECTS FOR THIRTY DAYS FROM THE ORDER DATE (THE "WARRANTY PERIOD"). NO OTHER WARRANTY, WRITTEN OR IMPLIED EXISTS UNLESS NOTED ON THE WEBSITE'S PRODUCT PAGE.

****IMPORTANT NOTE FOR INTERNATIONAL SHIPMENTS BESIDES CANADA-*** ITEMS ARE WARRANTED TO BE FREE FROM DEFECT ONLY UPON RECEIPT, BUT NO OTHER WARRANTY IS GIVEN DUE TO HIGH SHIPPING COSTS. THIS INCLUDES PRODUCTS SHIPPED DOMESTICALLY TO FREIGHT FORWARDERS

REP FITNESS ALSO WARRANTS THAT DURING THE WARRANTY PERIOD THE SERVICES PURCHASED FROM THE SITE WILL BE PERFORMED IN A WORKMANLIKE MANNER AND IN ACCORDANCE WITH GENERALLY RECOGNIZED INDUSTRY STANDARDS FOR SIMILAR SERVICES.

REP FITNESS LIMITS THE DURATION AND REMEDIES OF ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TO THE DURATION OF THIS LIMITED WARRANTY.

SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

REP FITNESS' RESPONSIBILITY FOR DEFECTIVE PRODUCTS IS LIMITED TO REPAIR, REPLACEMENT OR REFUND AS SET FORTH IN THIS WARRANTY STATEMENT. REP FITNESS' RESPONSIBILITY FOR DEFECTIVE SERVICES IS LIMITED TO REPAIR, RE-PERFORMANCE OR

REFUND AS SET FORTH IN THIS WARRANTY STATEMENT. NEITHER ANY PERFORMANCE OR OTHER CONDUCT, NOR ANY ORAL OR WRITTEN INFORMATION, STATEMENT OR ADVICE PROVIDED BY REP FITNESS OR ANY OF OUR SUPPLIERS, AGENTS OR EMPLOYEES WILL CREATE A WARRANTY, OR IN ANY WAY INCREASE THE SCOPE OR DURATION OF THIS LIMITED WARRANTY.

(a) Who May Use This Warranty?

This limited warranty extends only to the original purchaser of products and services from the Website. It does not extend to any subsequent or other owner or transferee of the product or any transferee or other beneficiary of the service.

(b) What Does This Warranty Cover?

Except as otherwise provided, this limited warranty covers during the Warranty Period manufacturing defects in products purchased from the Website.

(c) What Does This Warranty Not Cover?

This limited warranty does not cover any damages due to:

(c.i) transportation;

(c.ii) storage;

(c.iii) improper use;

(c.iv) failure to follow the product instructions or to perform any preventive maintenance;

(c.v) modifications;

(c.vi) combination or use with any products, materials, processes, systems or other matter not provided or authorized in writing by Rep Fitness, LLC;

(c.vii) unauthorized repair;

(c.viii) normal wear and tear; or

(c.ix) external causes such as accidents, abuse, or other actions or events beyond our reasonable control.

(d) What is the Period of Coverage?

This limited warranty starts on the date of your purchase and lasts for thirty (30) days. The Warranty Period is not extended if Rep Fitness repairs or replaces a warranted product or re-performs a warranted service. Rep Fitness may change the availability of this limited warranty in its discretion, but any changes will not be retroactive.

(e) What Are Your Remedies Under This Warranty?

With respect to any defective products during the Warranty Period, Rep Fitness will, in its sole discretion, either: (i) repair or replace such products (or the defective part) free of charge or (ii) refund the purchase price of such products. Rep Fitness will also pay for shipping and handling fees to return the repaired or replacement product to you if we elect to repair or replace the defective products.

With respect to any defective services during the Warranty Period, Rep Fitness will, in its sole discretion, either: (i) repair or re-perform the defective services free of charge or (ii) refund the purchase price of such services.

(f) How Do You Obtain Warranty Service?

To obtain warranty service, you must call 720-420-1731 or e-mail our Customer Service Department at info@repfitness.com during the Warranty Period to obtain an RMA number. No warranty service will be provided without an RMA number.

(g) LIMITATION OF LIABILITY

THE REMEDIES DESCRIBED ABOVE ARE YOUR SOLE AND EXCLUSIVE REMEDIES AND REP FITNESS' ENTIRE OBLIGATION AND LIABILITY FOR ANY BREACH OF THIS LIMITED WARRANTY. REP FITNESS' LIABILITY FOR ANY AND ALL CLAIMS OF ANY NATURE WILL UNDER NO CIRCUMSTANCES EXCEED THE ACTUAL AMOUNT PAID BY YOU FOR THE DEFECTIVE PRODUCT OR SERVICE THAT YOU HAVE PURCHASED THROUGH THE WEBSITE, NOR WILL REP FITNESS UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY LOSS OF PRODUCTION, WORK, DATA, USE, BUSINESS, GOODWILL, REPUTATION, REVENUE OR PROFIT, ANY DIMINUTION IN VALUE, COSTS OF REPLACEMENT GOODS OR SERVICES, OR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES OR LOSSES, WHETHER DIRECT OR INDIRECT.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

(h) What can you do in case of a dispute with us?

The informal dispute resolution procedure detailed below is available to you if you believe that we have not performed our obligations under this limited warranty or these Terms.

6. Instructions. You agree at all times to use the products in accordance with all usage instructions.

7. Goods Not for Resale or Export. You agree to comply with all applicable laws and regulations of the various states and of the United States including all Export Regulations, as defined below. You represent and warrant that you are buying products or

services from the Website for your own personal or household use only, and not for resale or export. Products and services purchased from the Website may be controlled for export purposes by export regulations, including but not limited to, the Export Administration Act of 1979 (50 U.S.C. 2401-2410), the Export Administration Regulations promulgated thereunder (15 C.F.R. 768-799), the International Traffic in Arms Regulations (22 C.F.R. 120-128 and 130) and their successor and supplemental regulations (collectively, "Export Regulations").

8. Intellectual Property Use and Ownership. You acknowledge and agree that Rep Fitness and its licensor(s) are and will remain the sole and exclusive owners of all intellectual property rights in and to each product and service made available on this Website and any related specifications, instructions, documentation or other materials, including, but not limited to, all related copyrights, patents, and trademarks and other intellectual property rights, subject only to the limited license granted under the product's or service's license agreement. You do not and will not have or acquire any ownership of these intellectual property rights in or to the products or services made available through this Website, or of any intellectual property rights relating to those products or services.

9. Privacy. Rep Fitness' Privacy Policy, www.repfitness.com/privacy-policy, governs the processing of all personal data collected from you in connection with your purchase of products or services through the Website.

10. Force Majeure. Rep Fitness will not be liable or responsible to you, nor be deemed to have defaulted or breached these Terms, for any failure or delay in our performance under these Terms when and to the extent such failure or delay is caused by or results from acts or circumstances beyond our reasonable control, including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to our workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

11. Governing Law and Jurisdiction. All matters arising out of or relating to these Terms are governed by and construed in accordance with the internal laws of the State of Colorado without giving effect to any choice or conflict of law provision or rule (whether of the State of Colorado or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Colorado.

12. Dispute Resolution and Binding Arbitration.

(a) YOU AND REP FITNESS ARE AGREEING TO GIVE UP ANY RIGHTS TO LITIGATE CLAIMS IN A COURT OR BEFORE A JURY, OR TO PARTICIPATE IN A CLASS ACTION OR REPRESENTATIVE ACTION WITH RESPECT TO A CLAIM. OTHER RIGHTS THAT YOU WOULD HAVE IF

YOU WENT TO COURT MAY ALSO BE UNAVAILABLE OR MAY BE LIMITED IN ARBITRATION.

ANY CLAIM, DISPUTE OR CONTROVERSY (WHETHER IN CONTRACT, TORT OR OTHERWISE, WHETHER PRE-EXISTING, PRESENT OR FUTURE, AND INCLUDING STATUTORY, CONSUMER PROTECTION, COMMON LAW, INTENTIONAL TORT, INJUNCTIVE AND EQUITABLE CLAIMS) BETWEEN YOU AND REP FITNESS ARISING FROM OR RELATING IN ANY WAY TO YOUR PURCHASE OF PRODUCTS OR SERVICES THROUGH THE WEBSITE, WILL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION.

(b) The arbitration will be administered by the American Arbitration Association ("AAA") in accordance with the Consumer Arbitration Rules (the "AAA Rules") then in effect, except as modified by this Section. (The AAA Rules are available at www.adr.org/arb_med or by calling the AAA at 1-800-778-7879.) The Federal Arbitration Act will govern the interpretation and enforcement of this section.

The arbitrator will have exclusive authority to resolve any dispute relating to arbitrability and/or enforceability of this arbitration provision, including any unconscionability challenge or any other challenge that the arbitration provision or the Agreement is void, voidable or otherwise invalid. The arbitrator will be empowered to grant whatever relief would be available in court under law or in equity. Any award of the arbitrator(s) will be final and binding on each of the parties, and may be entered as a judgment in any court of competent jurisdiction.

(c) You may elect to pursue your claim in small-claims court rather than arbitration if you provide us with written notice of your intention do so within 60 days of your purchase. The arbitration or small-claims court proceeding will be limited solely to your individual dispute or controversy.

(d) You agree to an arbitration on an individual basis. In any dispute, **NEITHER YOU NOR REP FITNESS WILL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST OTHER CUSTOMERS IN COURT OR IN ARBITRATION OR OTHERWISE PARTICIPATE IN ANY CLAIM AS A CLASS REPRESENTATIVE, CLASS MEMBER OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.** The arbitral tribunal may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. The arbitral tribunal has no power to consider the enforceability of this class arbitration waiver and any challenge to the class arbitration waiver may only be raised in a court of competent jurisdiction.

If any provision of this arbitration agreement is found unenforceable, the unenforceable provision will be severed and the remaining arbitration terms will be enforced.

13. Assignment. You will not assign any of your rights or delegate any of your obligations under these Terms without our prior written consent. Any purported

assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves you of any of your obligations under these Terms.

14. No Waivers. The failure by us to enforce any right or provision of these Terms will not constitute a waiver of future enforcement of that right or provision. The waiver of any right or provision will be effective only if in writing and signed by a duly authorized representative of Rep Fitness.

15. No Third Party Beneficiaries. These Terms do not and are not intended to confer any rights or remedies upon any person other than you.

16. Notices.

(a) To You. We may provide any notice to you under these Terms by: (i) sending a message to the e-mail address you provide or (ii) by posting to the Website. Notices sent by e-mail will be effective when we send the e-mail and notices we provide by posting will be effective upon posting. It is your responsibility to keep your e-mail address current.

(b) To Us. To give us notice under these Terms, you must contact us as follows: (i) by email to info@repfitness.com; or (ii) by personal delivery, overnight courier or registered or certified mail to 601 E. 64th Ave, Unit C-100, Denver, CO 80229. We may update the email address or mailing address for notices to us by posting a notice on the Website. Notices provided by personal delivery will be effective immediately. Notices provided by email or overnight courier will be effective one business day after they are sent. Notices provided by registered or certified mail will be effective three business days after they are sent.

17. Severability. If any provision of these Terms is invalid, illegal, void or unenforceable, then that provision will be deemed severed from these Terms and will not affect the validity or enforceability of the remaining provisions of these Terms.

18. Entire Agreement. These Terms, the Website Terms of Use and the Privacy Policy will be deemed the final and integrated agreement between you and us on the matters contained in these Terms.