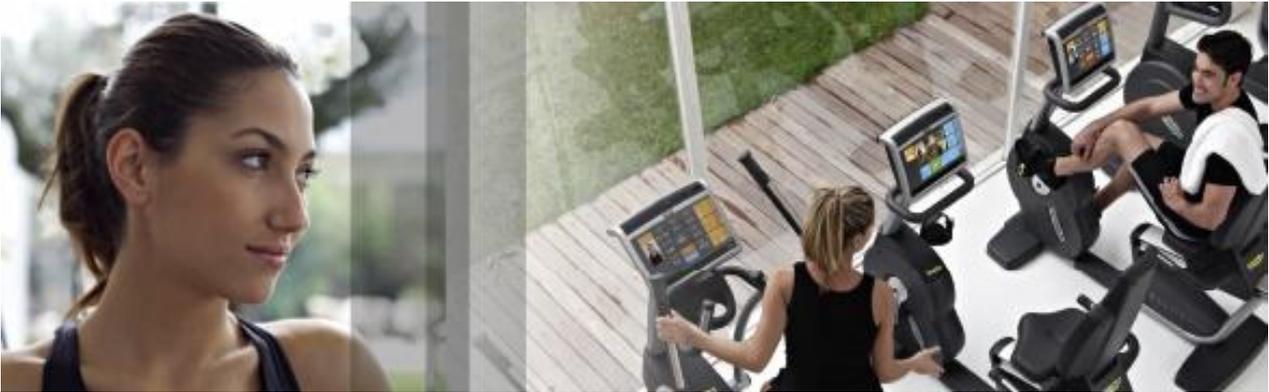


Your Wellness Business Partner



Technogym proposal for:  
**ALSAGER LEISURE CENTRE**

Prepared by  
**Phil Bradshaw**



The Wellness Company

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PROPOSAL FOR ALSAGER LEISURE CENTRE

Table with customer details: Customer Name (ALSAGER LEISURE CENTRE), Ref # (06450724 / 0001555280), Cust. Code, Date (20/04/18), Expiry Date (19/06/18), Contact (MR G MIDDLETON), Billing Address, Telephone (01270875704), Destination (ALSAGER LEISURE CENTRE, HASSALL ROADALSAGER, ST7 2HP STOKE-ON-TRENT United Kingdom), Technogym Ref. (Phil Bradshaw, pbradshaw@technogym.com), Ship to Customer Code.

Equipment

Cardio Line

Table with 3 columns: DESCRIPTION, QTY, NET AMOUNT. Rows include: 1. Excite Treadmill 1000 (6.00 units, 31,350.00 net), 2. Excite Inclusive Treadmill Run 700 (1.00 unit, 3,972.90 net), 3. Excite Synchro 1000 (4.00 units, 15,252.00 net), 4. Excite Vario 1000 (4.00 units, 19,170.00 net). Each row includes a small image of the equipment.

**Cardio Line**

DESCRIPTION		QTY	NET AMOUNT
<b>BIKE</b> Excite Bike 1000 Power Supply: Powered, Display: Unity 3.0, Reader: QR+NFC+TGS+iPhone/iPad(BT)+USB, Frame: Anthracite, Upholstery: Black, Carter: Black, TV: DVB-T/T2/C/C2+ISDB-Tb+IPTV, Packaging: Standard + UK Plug  <b>Code:</b> DEC83UTANNABT00G		2.00	5,289.00
<b>BIKE IFI</b> Excite IFI Bike IFI 700 Power Supply: Multi-Voltage (110-220), Display: Led, Frame: Grey, Upholstery: Grey, Carter: Flint Grey, Language: British English, Packaging: Standard + European Plug  <b>Code:</b> CAC33LNALAGGOUKE		1.00	1,471.90
<b>RECLINE</b> Excite Recline 1000 Power Supply: Powered, Display: Unity 3.0, Reader: QR+NFC+TGS+iPhone/iPad(BT)+USB, Frame: Anthracite, Upholstery: Black, Carter: Black, TV: DVB-T/T2/C/C2+ISDB-Tb+IPTV, Packaging: Standard + UK Plug  <b>Code:</b> DED83UTANNABT00G		1.00	2,788.00
<b>RECLINE IFI</b> Excite IFI Recline IFI 700 Power Supply: Multi-Voltage (110-220), Display: Led, Frame: Grey, Upholstery: Grey, Carter: Flint Grey, Language: British English, Packaging: Standard + European Plug  <b>Code:</b> CAD33LNALAGGOUKE		1.00	1,594.90
<b>TOP</b> Excite Inclusive Top 700 Power Supply: Self Powered, Display: Led, Frame: Grey, Carter: Flint Grey, Language: British English, Packaging: Standard + European Plug  <b>Code:</b> C4774LNAL00G0UKE		1.00	1,717.90
INCLUSIVE SEAT TOP EXC IFI  <b>Code:</b> A0000436-NA		1.00	388.80
<b>Cardio Line Total Excl VAT</b>		<b>22</b>	<b>GBP 82,995.40</b>

**Strength Line**

DESCRIPTION		QTY	NET AMOUNT
<b>CHEST PRESS</b> Selection PRO Chest Press Total Weight Stack: + 30 Kg/60 lbs, Frame: Anthracite, Upholstery: Black, Carter: Grafite, Packaging: Pallet Only - Kg  <b>Code:</b> ML7030-ANV0DVP		1.00	1,880.56



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**Strength Line**

DESCRIPTION		QTY	NET AMOUNT
<b>LAT MACHINE</b> Selection PRO Lat Machine Total Weight Stack: + 30 Kg/60 lbs, Frame: Anthracite, Upholstery: Black, Carter: Grafite, Packaging: Pallet Only - Kg  <b>Code:</b> ML1230-ANV0DVP		1.00	1,660.56
<b>SHOULDER PRESS</b> Selection PRO Shoulder Press Total Weight Stack: + 30 Kg/60 lbs, Frame: Anthracite, Upholstery: Black, Carter: Grafite, Packaging: Pallet Only - Kg  <b>Code:</b> ML6930-ANV0DVP		1.00	1,880.56
<b>PECTORAL MACHINE</b> Selection PRO Pectoral Machine Total Weight Stack: + 30 Kg/60 lbs, Frame: Anthracite, Upholstery: Black, Carter: Grafite, Packaging: Pallet Only - Kg  <b>Code:</b> ML1330-ANV0DVP		1.00	1,880.56
<b>LOW ROW</b> Selection PRO Low Row Total Weight Stack: + 30 Kg/60 lbs, Frame: Anthracite, Upholstery: Black, Carter: Grafite, Packaging: Pallet Only - Kg  <b>Code:</b> ML8030-ANV0DVP		1.00	1,792.56
<b>LEG EXTENSION</b> Selection PRO Leg Extension Total Weight Stack: + 30 Kg/60 lbs, Frame: Anthracite, Upholstery: Black, Carter: Grafite, Packaging: Pallet Only - Kg  <b>Code:</b> ML9130-ANV0DVP		1.00	1,748.56
<b>LEG CURL</b> Selection PRO Leg Curl Total Weight Stack: + 30 Kg/60 lbs, Frame: Anthracite, Upholstery: Black, Carter: Grafite, Packaging: Pallet Only - Kg  <b>Code:</b> ML9030-ANV0DVP		1.00	1,748.56
<b>LEG PRESS</b> Selection PRO Leg Press Total Weight Stack: + 60 Kg/120 lbs, Frame: Anthracite, Upholstery: Black, Carter: Grafite, Packaging: Pallet Only - Kg  <b>Code:</b> ML5160-ANV0DVP		1.00	2,837.12
<b>ARM CURL</b> Selection PRO Arm Curl Total Weight Stack: + 30 Kg/60 lbs, Frame: Anthracite, Upholstery: Black, Carter: Grafite, Packaging: Pallet Only - Kg  <b>Code:</b> ML9230-ANV0DVP		1.00	1,660.56

**Strength Line**

DESCRIPTION		QTY	NET AMOUNT
<p><b>ARM EXTENSION</b>                      Selection PRO Arm Extension                      Total Weight Stack: + 30 Kg/60 lbs, Frame:                      Anthracite, Upholstery: Black, Carter: Grafite,                      Packaging: Pallet Only - Kg</p> <p><b>Code:</b> ML4530-ANV0DVP</p>		1.00	1,660.56
<p><b>ABDOMINAL CRUNCH</b>                      Selection PRO Abdominal Crunch                      Total Weight Stack: + 30 Kg/60 lbs, Frame:                      Anthracite, Upholstery: Black, Carter: Grafite,                      Packaging: Pallet Only - Kg</p> <p><b>Code:</b> ML5730-ANV0DVP</p>		1.00	1,792.56
<p><b>DUAL ADJUSTABLE PULLEY</b>                      Element+ Dual Adjustable Pulley                      Total Weight Stack: + 60 Kg/120 lbs, Additional                      Weight: No Smart Pin, Isocontrol: No Isocontrol,                      Frame: Anthracite, Plastic: Grey, Carter: Grey,                      Packaging: Pallet Only - Kg</p> <p><b>Fixing Type:</b> floor</p> <p><b>Code:</b> MB436N0-AN00GGGP</p>		1.00	3,730.32
<p>DAP POWER PACK</p> <p><b>Code:</b> A0000550</p>		1.00	132.00
<p><b>OLYMPIC FLAT BENCH</b>                      Pure Benches Olympic Flat Bench                      Frame: Black, Upholstery: Black,</p> <p><b>Code:</b> PG07-NBV000</p>		1.00	576.20
<p>OLYMPIC BENCH WEIGHT STORAGE</p> <p><b>Code:</b> A0000398-NB</p>		1.00	163.40
<p><b>MULTIPOWER</b>                      Element+ Multipower                      Additional Weight: No Smart Pin, Isocontrol: No                      Isocontrol, Frame: Anthracite, Plastic: Grey,</p> <p><b>Fixing Type:</b> floor</p> <p><b>Code:</b> MB83NN0-AN00GG00</p>		1.00	1,591.00
<p><b>LINEAR LEG PRESS</b>                      PureStrength Linear Leg Press                      Frame: Black, Arms: Yellow, Upholstery: Black</p> <p><b>Code:</b> MG7500-NBGJV0</p>		1.00	2,494.00
<p><b>SCOTT BENCH</b>                      Pure Benches Scott Bench                      Frame: Black, Upholstery: Black,</p> <p><b>Code:</b> PG06-NBV000</p>		1.00	533.20

**Strength Line**

DESCRIPTION		QTY	NET AMOUNT
<b>ANGLED BAR DIA. 50X1400</b> Fixed Bar Angled Bar dia. 50x1400  <b>Code:</b> B015		1.00	107.50
<b>ADJUSTABLE BENCH</b> Pure Benches Adjustable Bench Frame: Black, Upholstery: Black,  <b>Code:</b> PG04-NBV000		5.00	2,666.00
<b>ADJUST DECLINE/ABDOMINAL CRUNCH</b> Pure Benches Adjust Decline/Abdominal Crunch Frame: Black, Upholstery: Black,  <b>Code:</b> PG03-NBV000		1.00	507.40
<b>LOWER BACK BENCH</b> Pure Benches Lower Back Bench Frame: Black, Upholstery: Black,  <b>Code:</b> PG05-NBV000		1.00	421.40
<b>OLYMPIC HALF RACK</b> Pure Benches Olympic Half Rack Frame: Black,  <b>Code:</b> PG10-NB0000		1.00	1,208.30
Platform for Half Rack  <b>Code:</b> A0000761-NB		1.00	1,204.00
Foldable Foot plates (pair)  <b>Code:</b> A0000825-AB		1.00	159.10
Kit bumper plate  <b>Code:</b> FFK2		1.00	817.00
Toast Disc Rack  <b>Code:</b> A0000766-NB		1.00	219.30
SET 2 PLATE HOLDERS  <b>Code:</b> A0000374		7.00	210.70
<b>OLYMPIC BARS DIAM.50X2000</b> Fixed Bar Olympic Bars diam.50x2000  <b>Code:</b> B010		2.00	215.00
PLATE TREE  <b>Code:</b> A0000356-NB		1.00	184.90

**Strength Line**

DESCRIPTION		QTY	NET AMOUNT
<b>LEG RAISE BENCH</b> Benches Leg Raise Bench Frame: Anthracite, Upholstery: Dark, Plastic: Grey  <b>Code:</b> PA11-AN2QGG		1.00	645.00
2 TIER DB RACK (10 PAIR)  <b>Code:</b> A0000521-NB		3.00	1,315.80
URETHANE DUMBBELL 4KG  <b>Code:</b> GB04-NRGM		2.00	64.50
URETHANE DUMBBELL 6KG  <b>Code:</b> GB06-NRGM		2.00	64.50
URETHANE DUMBBELL 8KG  <b>Code:</b> GB08-NRGM		2.00	81.70
URETHANE DUMBBELL 10KG  <b>Code:</b> GB10-NRGM		4.00	163.40
URETHANE DUMBBELL 12KG  <b>Code:</b> GB12-NRGM		4.00	215.00
URETHANE DUMBBELL 14KG  <b>Code:</b> GB14-NRGM		4.00	215.00
URETHANE DUMBBELL 16KG  <b>Code:</b> GB16-NRGM		4.00	215.00
URETHANE DUMBBELL 18KG  <b>Code:</b> GB18-NRGM		4.00	266.60
URETHANE DUMBBELL 20KG  <b>Code:</b> GB20-NRGM		4.00	266.60
URETHANE DUMBBELL 22KG  <b>Code:</b> GB22-NRGM		2.00	133.30



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Strength Line

DESCRIPTION		QTY	NET AMOUNT
URETHANE DUMBELL 24KG <b>Code:</b> GB24-NRGM		2.00	159.10
URETHANE DUMBELL 26KG <b>Code:</b> GB26-NRGM		2.00	159.10
URETHANE DUMBELL 28KG <b>Code:</b> GB28-NRGM		2.00	159.10
URETHANE DUMBELL 30KG <b>Code:</b> GB30-NRGM		2.00	184.90
URETHANE DUMBELL 32KG <b>Code:</b> GB32-NRGM		2.00	184.90
URETHANE DUMBELL 34KG <b>Code:</b> GB34-NRGM		2.00	184.90
URETHANE DUMBELL 36KG <b>Code:</b> GB36-NRGM		2.00	210.70
URETHANE DUMBELL 38KG <b>Code:</b> GB38-NRGM		2.00	210.70
URETHANE DUMBELL 40KG <b>Code:</b> GB40-NRGM		2.00	210.70
URETHANE DUMBELL 42KG <b>Code:</b> GB42-NRGM		2.00	236.50
URETHANE DUMBELL 44KG <b>Code:</b> GB44-NRGM		2.00	236.50
URETHANE DUMBELL 46KG <b>Code:</b> GB46-NRGM		2.00	236.50

**Strength Line**

DESCRIPTION		QTY	NET AMOUNT
<p>URETHANE DUMBELL 48KG</p> <p><b>Code:</b> GB48-NRGM</p>		2.00	262.30
<p>URETHANE DUMBELL 50KG</p> <p><b>Code:</b> GB50-NRGM</p>		2.00	262.30
<p><b>URETHANE NEW DISK 50MM 1,25 KG</b></p> <p>Plates diam. 50mm Urethane new disk 50mm 1,25 kg Plastic: Grey</p> <p><b>Code:</b> FD01-NRGM</p>		6.00	64.50
<p><b>URETHANE NEW DISK 50MM 2,5 KG</b></p> <p>Plates diam. 50mm Urethane new disk 50mm 2,5 kg Plastic: Grey</p> <p><b>Code:</b> FD02-NRGM</p>		6.00	77.40
<p><b>URETHANE NEW DISK 50MM 5 KG</b></p> <p>Plates diam. 50mm Urethane new disk 50mm 5 kg Plastic: Grey</p> <p><b>Code:</b> FD05-NRGM</p>		10.00	193.50
<p><b>URETHANE NEW DISK 50MM 10 KG</b></p> <p>Plates diam. 50mm Urethane new disk 50mm 10 kg Plastic: Grey</p> <p><b>Code:</b> FD10-NRGM</p>		10.00	279.50
<p><b>URETHANE NEW DISK 50MM 20 KG</b></p> <p>Plates diam. 50mm Urethane new disk 50mm 20 kg Plastic: Grey</p> <p><b>Code:</b> FD20-NRGM</p>		10.00	430.00
<b>Strength Line Total Excl VAT</b>		<b>147</b>	<b>GBP 45,272.94</b>

**SKILL LINE**

DESCRIPTION		QTY	NET AMOUNT
<p>SKILLROW</p> <p><b>Code:</b> DJR0NDTANEAEANR1</p>		2.00	3,750.00
<p>SKILLMILL Console</p> <p><b>Code:</b> DJK04DNAN00EANR1</p>		1.00	4,320.00



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**SKILL LINE**

DESCRIPTION	QTY	NET AMOUNT
<b>SKILL LINE Total Excl VAT</b>		<b>GBP 8,070.00</b>

**OMNIA**

DESCRIPTION	QTY	NET AMOUNT
UNIVERSAL STORAGE  <b>Code:</b> A0000701-ANGZ	1.00	288.00
SET OF 3 SOFT PLYO BOXES  <b>Code:</b> A0000745-8B	1.00	1,320.00
<b>OMNIA 8</b> Omnia Omnia 8 Certification: CE, Frame: Anthracite, Plastic: Black, Carter: Black, Packaging: Europe Packaging - Kg <b>Fixing Type:</b> floor <b>Code:</b> MJ05E-ANRRNRE	1.00	4,140.00
OMNIA 8 GROUP PACK <b>Code:</b> A0000715-ANGZE	1.00	2,460.00
ACCESSORY HOLDER <b>Code:</b> A0000700-ANAEAE	1.00	480.00
Monkey bars Accessory <b>Code:</b> A0000757-DK	1.00	240.00

**OMNIA Total Excl VAT 6 GBP 8,928.00**

**ARKE**

DESCRIPTION	QTY	NET AMOUNT
KETTLEBELL SET - SINGLES  <b>Code:</b> A0000751-GZCY	1.00	540.00

**Arke Total Excl VAT 1 GBP 540.00**

**Education**

**Education**

DESCRIPTION	QTY	NET AMOUNT
INTRO EQUIPMENT TRAINING  <b>Code:</b> 0H000054	8.00	0.00



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**Education**

DESCRIPTION		QTY	NET AMOUNT
OMNIA Product Training - Intro <b>Code:</b> 0H000597AA	WELLNESS INSTITUTE	1.00	0.00
SKILLMILL TRAINING <b>Code:</b> 0H000708AA		1.00	0.00

Education Total Excl VAT 10 GBP 0.00

**Services**

**Delivery & Installation**

DESCRIPTION		QTY	NET AMOUNT
FREIGHT CHARGES <b>Code:</b> Y012		1.00	0.00
INSTALLATION <b>Code:</b> Y009		1.00	0.00

Delivery & Installation Total Excl VAT 2 GBP 0.00

**Equipment Securing**

Some of the above machines require SECURING to the floor (or wall, or ceiling) by suitable securing kit PRIOR TO USE.

Technogym accepts no responsibility for any installation, including cost, instigated by the customer or his/her agents.

Technogym accepts no responsibility for injuries to any person/s or damages or otherwise using the above listed machines resulting from insecurity of the machines.

**After Sales**

DESCRIPTION			NET AMOUNT
PERFORMANCE: The most complete after sales product in the Industry. Designed to give a beyond repair service with on top a coverage of wear and tear, accidental damages and a remote monitoring of the connected products <b>Code:</b> X123PER			0.00
	<b>Purchase moment</b>	At the order	<b>Amount/month</b> 0.00
	<b>Duration from date of installation (month)</b>	60	<b>Amount/year</b> 0.00

After Sales Total Excl VAT

**Extend and protect the value of your investment with the added convenience and predetermined periodic installments.**



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## Focus on your business!

By choosing our **best in class service** and one of our **complete service plan** offerings.

### Technogym UK After Sales performance



12

Sec. phone response time



29,7

Average Hours time to service



95,6%

First time fix rate



96%

Respect of 48H Time to Service

### Benefits of a service plan:

- ✓ Increase equipment uptime
- ✓ Extend the life of your equipment
- ✓ Protect the value of your investment
- ✓ Avoid unexpected cost





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Your Wellness Solution Value	
Net Total VAT excl.	145,806.34
VAT	29,161.27
Net Total VAT incl. (20.0%)	GBP 174,967.61
Ref #: 06450724 / 0001555280	Cust. Code:
ALSAGER LC 2018 Kit Replacement Selection Pro - 20/04/2018	

**Proposal Terms**

The pictures and any other figurative representations of products contained in this offer are purely an indication and may contain inaccuracies. More accurate information and details of the offered products are contained in the description section.

Payment			
Payment Method	Payment Term	%	Expiration Date
RBT - Bank transfer	AD1 - D025 - 100% 30 Days after Invoice Date	100.00	£174,967.61

**Delivery Terms**

Customer Proposed Delivery Date: W/C: **26/10/18**

Note ..... (Field to be used in case of different proposal from the client)

General notes:

Please be informed that Technogym may not accept a proposed delivery date earlier than "20" weeks starting from the order acknowledgement and receipt of the full down payment, if applicable. Moreover, please also kindly note that the actual delivery time may vary due to seasonality reasons in the market. In any case, Technogym will confirm the applicable delivery date only on the order acknowledgement. Delivery date is intended as any of the days within the relevant week (week starts from Monday to Sunday).

Delivery Terms:

Vat payable at rates prevailing on date of full payment.

Name: .....

Phil Bradshaw.....

Signature for acceptance

.....

**TECHNOGYM UK Ltd**

Two The Boulevard, Cain Road, Bracknell RG12 1WP  
Phone: +44 (0) 1344 300236  
Fax: +44 (0) 1344 300238  
E-mail: [UK\\_info@technogym.com](mailto:UK_info@technogym.com)

Role: .....

ALSAGER LEISURE CENTRE

Date: .....



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TERMS AND CONDITIONS – SALE OF EQUIPMENT

1. GENERAL: (i) Any contract entered into by Technogym UK Limited ("the vendor") for the supply of goods ("the Equipment") or services is subject to these terms and conditions ("the Terms") and the Warranty Card (as defined herein) unless varied by alternative Technogym terms and conditions which expressly provide for such variation. Any contract for the supply of online web-based services on the [Mywellness Cloud] is subject to the Master Subscription Agreement annexed to these terms. No other terms, or conditions (including any written on or attached to any purchase order, form, document or correspondence) shall be included or implied unless previously agreed upon in writing and signed by an authorised officer of the vendor. No purported variation of the Terms will be effective unless confirmed in writing by the vendor, its agents or employees in respect of any representations or statements made. No forbearance or indulgence by the vendor in enforcing any term shall constitute a variation of it or waiver of the vendor's right under it. (ii) In the event of any conflict or inconsistency between these Terms of trading and the Terms of your order, these Terms prevail, unless otherwise agreed by the vendor in writing. (iii) These Terms and conditions are subject to any variation that may be stated by the vendor in the order acknowledgement. (iv) Telephone orders must be confirmed in writing. No responsibility can be expected nor accepted for inaccuracies of orders given by telephone. (v) The purchase by the Customer of any spare/replacement parts for the Equipment and the supply by the vendor of any Services (including maintenance services relating to the Equipment), will be governed by separate terms and conditions to these Terms.
2. DEFINITIONS: In these conditions the expression "the order acknowledgement" shall mean the form sent in accordance with these Terms clause 3 and the expression "the Customer", shall have the meaning shown in the order acknowledgement.
3. ACCEPTANCE: (i) No order shall be deemed accepted by the vendor unless received in writing. Only when the vendor has notified the Customer of acceptance of the written order by dispatch of the order acknowledgement shall the contract between vendor and the Customer be deemed to be made. (ii) Any quotation issued by the vendor shall be open for acceptance at any time during the validity period shown on the quotation. After the expiration of the validity period of the quotation the quotation is deemed to have been withdrawn by the vendor but may, at the vendor's discretion, be honoured or a new quotation issued at the vendors discretion (iii) Any quotation is made on the understanding that it will be accepted in full. In the event of partial acceptance of the quotation by the Customer a written revised quotation may be sent by the vendor to the Customer.
4. PRICE: (i) All prices shown on the vendor's price list or any price quoted by the vendor are provisional only and shall be subject to variation without notice. (ii) Goods are invoiced at the price ruling at the date of dispatch. (iii) Prices do not include carriage or installation on deliveries within mainland UK, unless otherwise stated. (iv) Prices quoted are exclusive of VAT which is chargeable at the current rate. (v) The vendor reserves the right to amend the price to cover any alterations in labour, raw material, transport or production costs or changes in foreign exchange rates in the event that completion of delivery is delayed for any reason beyond the vendor's control.
5. PAYMENT: Terms - a 50% deposit is required with Equipment order and the balance of payment is due prior to the time of installation unless other terms are stated in writing by the vendor, before the date of dispatch of the Equipment. The time for payment shall be of the essence of the contract. In the event of default in payment by the due date the vendor reserves the right at any time to impose an interest charge of 2% a month or part thereof on monies overdue, and to suspend delivery or terminate the contract in respect of any of the Equipment remaining undelivered.
6. DELAY: Whilst time of delivery shall not be the essence of any contract the vendor shall make every reasonable effort to deliver the Equipment by the agreed delivery date. The vendor shall not be liable for any delay or for any consequence of any delay on production or delivery of any Equipment if caused by fire, strikes, lockouts, or other industrial disputes, flood, storm, accidents, failure of a utility service or delay in transport, shortage of fuel, malicious damage, default of supplier, inability to obtain material, embargo act or demand of any government, government department or local authority as a consequence of war or of hostilities, (whether war be declared or not) or by any Act of God or by any other matter whatsoever beyond the vendor's reasonable control. If any such delay occurs then (unless the cause frustrates or renders impossible or illegal the performance of this contract or otherwise discharges it) the period for the vendor to perform its obligations shall be extended by such period (not limited to the length of the delay) as the vendor may reasonably require to complete the performance of its obligations. If the vendor's performance of any of its obligations set out within these Terms, is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation ("Customer Default") then: (a) the Vendor shall without limiting its other rights or remedies, have the right to suspend delivery of the Equipment (or any other services being provided to the Customer) until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations to the extent the Customer Default prevents or delays the vendor's performance of any of its obligations; and (b) the vendor shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the vendor's failure or delay to perform any of its obligations as set out in these Terms
7. CANCELLATION: (i) Cancellation of an order prior to delivery will be accepted only on payment of 10% of the order value. (ii) Cancellation after delivery or after delivery and installation cannot be accepted and payment must be made in full. (iii) Cancellation of an order by the Customer for whatever reason shall entitle the vendor to recover from the Customer any ancillary costs and expenses incurred over and above sums recoverable by these Terms laid down in 7(i) and 7(ii) above.
8. DELIVERY AND COLLECTION: (i) Any time or date given by the vendor for delivery is given as an estimate only and the vendor shall not be liable to make good any damage or loss arising directly or indirectly from delay or advance in delivery. Two weeks written notice must be given to the vendor of any change likely to affect delivery for the change to be implemented. (ii) The vendor shall arrange for the carriage of the Equipment to the Customer unless otherwise specified in the order acknowledgement. The Equipment shall be at the Customer's risk as from the moment of delivery to the Customer's premises. Claims for loss or damage to the equipment in transit shall be made by the Customer directly to the vendor within 7 days of receipt of the Equipment or if the Equipment is not delivered, within 21 days of the due date of the vendor's invoice for the Equipment. (iii) Items may be collected from the vendor's premises provided payment is made at the time or a written order has been charged to an approved credit account beforehand. (iv) Part delivery shall be deemed to be a separate contract for the purposes of these conditions. Failure to comply with one or more delivery dates shall not be deemed to be a repudiation of the balance of the contract. (v) The vendor reserves the right to charge storage where the Customer delays installation. This rate will be ½% per week or part thereof of the price before any discount of the Equipment in storage.
9. TRANSFER OF TITLE: Although the Customer may acquire possession of the Equipment, ownership and title shall not pass to the Customer until the Customer has paid all debts in full due to the vendor and until such time the Customer shall: (i) clearly label the Equipment as that belonging to the vendor which is subject to a retention of title clause and hold the Equipment in a fiduciary capacity as agent for the vendor and be accountable to the vendor for the proceeds of sale of such Equipment; (ii) inform any sub-purchaser that the Equipment is sold subject to a retention of title clause and impose a clause in similar terms to the sub-purchaser providing the same rights as in this clause; (iii) pay the proceeds of sale of Equipment belonging to the vendor into a separate bank account; (iv) if requested to do so by the vendor, produce payment by the sub-purchaser direct to the vendor. (v) In the event of any breach of this clause, if requested by the vendor, permit the vendor to enter the premises where the Equipment is being stored and permit removal of the Equipment into the vendor's possession. (vi) Until further payment has been received not sell, charge, or otherwise dispose of the Equipment (except if it is the express wish of the vendor so to do), keep the Equipment safe and insured at its own expense and return the equipment to the vendor on demand.
10. EAM SYSTEM: Equipment which connects to the internet will automatically send data on the functionality of the Equipment to an online database owned and managed by the vendor via a software system called equipment asset management ("EAM System"). The data sent to the EAM System will enable the vendor to (i) collect data which will allow it to improve reliability of the components in future Equipment developed by it; (ii) enable remote Equipment maintenance, software upgrades and diagnosis; (iii) simplify customisation and reduce installation time; and (iv) estimate usage of the various functionalities of Equipment to determine future features to be developed by the vendor. The Customer may disable the EAM System on the Equipment by sending a request by email to [softwaresupport@technogym.com](mailto:softwaresupport@technogym.com).
11. CLAIMS: (i) Any claim by the Customer that the Equipment supplied does not conform to the contract specification must be made in writing within 7 days of delivery. The equipment concerned shall not be subject to any process nor disposed of until the vendor has had the opportunity to make an inspection and/or test the Equipment. The Customer should examine the Equipment upon delivery and if items are damaged or missing should state details on the Equipment received note. Equipment should be signed for "not examined" unless opened on receipt and found correct otherwise the vendor cannot accept responsibility. (ii) If the Equipment is not found to be defective the vendor's costs of inspection shall be borne by the Customer. If the Equipment is found to be defective, the vendor shall at its option replace them or credit the Customer with their invoiced value or part thereof and this shall be the limit of the vendor's responsibility. (iii) The Customer should inform the vendor if the Equipment has not been received within 3 days of dispatch (in mainland UK).
12. WARRANTY, EXCLUSIONS AND LIMITATION OF LIABILITY: (a) The vendor, subject to the Terms, provides the following warranties in relation to the Equipment: (i) it shall conform in all material respects with its description, subject to any representation or other documentation contained elsewhere; (ii) it shall be of satisfactory quality; (iii) it shall be fit for the purposes the vendor says it is fit for; (iv) be free from material defects in design, material and workmanship; and (v) It shall comply with all applicable statutory and regulatory requirements for selling the Equipment in the U.K. (b) Subject to the contents of the warranty card set out in these Terms and supplied with the Equipment ("the Warranty Card"), the warranty period will apply as follows: Any new Equipment will conform to these Terms (as more particularly set out in clause 12 (a) above) for a period of 2 years from the date of delivery and any refurbished Equipment for a period of 1 year from the date of delivery. If during that period, and subject to clause 12(c) below, the Equipment does not conform to these Terms, then the vendor will, at the vendor's option, provide the Customer with a full or partial refund, replace the Equipment or repair the Equipment ("Warranty Services"). The provisions



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relating to the Warranty Services should be read in conjunction with the Warranty Card which provides specific details of the time periods for which the Warranty Services will be provided.

(c) The warranties contained within this clause 12 do not apply to any defect in the Equipment arising from fair wear and tear, wilful damage or neglect, accident, negligence by the Customer or any third party, if the Customer uses the Equipment in a way that the vendor does not recommend (including but not limited to using the Home Fitness range of the Equipment in any, non-residential or commercial environment whatsoever), if the Customer fails to follow the vendor's instructions (including but not limited to instructions for regular service of the Equipment (for which the Customer should instruct the vendor to carry out)), or if there is any alteration or repair of the Equipment carried out without the vendor's prior written approval. (d) Any exchanged parts and products replaced under this warranty will become the property of the vendor.

(e) Save as specifically provided herein, the vendor shall have no liability to the Customer for any loss or damage howsoever arising from or in connection with these Terms or the supply of the Equipment.

(f) Without prejudice to the generality of clause 12 (e) above, the vendor shall have no liability for any losses or damages which may be suffered by the Customer whether the same are suffered directly or indirectly or are immediate or consequential which fall into the following categories:

- (i) Special damage even though the vendor was aware of the circumstances in which the special damage could arise;
- (ii) Loss of profits; anticipated savings; loss of business opportunity or goodwill; and
- (iii) Loss of amenity of the use of the Equipment.

(g) The above exclusions shall apply to the fullest extent permissible at law but the vendor does not exclude liability for:

- (i) death or personal injury caused by the negligence of the vendor, its employees or agents; or
- (i) for fraud.

(h) In all other cases not falling within clause 12 (g) above, the vendor's total liability (whether in contract, tort, (including negligence or otherwise) under or in connection with these Terms or the contract between the vendor and the Customer relating to the supply of Equipment or based on any indemnity or contribution, shall not exceed the amount that the Customer has paid for the Equipment.

13. DEALING AS A CONSUMER: These Terms are intended for use between the vendor and a Customer dealing as a business Customer. In the event that the Customer is a consumer then (without limitation) the Consumer Protection (Distance Selling) Regulations (2000) shall apply to the fullest extent required by law and the consumer's statutory rights shall not be affected and the Terms shall be interpreted accordingly.

14. INVALIDATION: If the Customer shall fail to pay the contract price to the vendor on the due date or, if a natural person dies or becomes a patient under any mental health legislation, or if any distress, sequestration, execution or other such process is levied upon the Customer's property or assets or if the Customer shall offer to make a scheme or arrangement with his creditors or commit any act of bankruptcy or, (being a company) is deemed unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 or (being an individual) is deemed unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of Section 268 of the Insolvency Act 1986, or if a resolution for the winding up of the company be passed then the vendor may treat all sums due or to become due on any accounts as immediately payable and/or suspend or cancel further deliveries or require payment in advance or recover any Equipment which are unsold wherever they are stored or treat the contract as repudiated by the Customer but without prejudice to any other rights of the vendor.

15. COSTS: In event of non-payment or other default by the Customer the vendor shall be entitled to recover all legal costs incurred thereby on an indemnity basis.

16. MISCELLANEOUS: (i) The Customer shall not assign, transfer, charge, sub-contract, or deal in any other manner with any rights or delegate any duties hereunder to any other person without the vendors prior written approval which it will not unreasonably withhold (ii) The vendor reserves the right to transfer any or all of its obligations under these Terms to any third party. (iii) If any court or competent authority decides that any of the provisions of these Terms are invalid, unlawful or unenforceable to any extent, the term will, to that extent only, be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by law. (iv) If the vendor fails, at any time while these Terms are in force, to insist that the Customer performs any of its obligations under these Terms, or if the vendor does not exercise any of its rights or remedies under these Terms, that will not mean that it has waived such rights or remedies. If the vendor does waive a default by the Customer that will not mean that the vendor will automatically waive any subsequent default by the Customer. No waiver by the vendor of any of these Terms shall be effective unless it expressly says that it is a waiver and it tells the Customer so in writing. (v) A person who is not party to these Terms shall not have any rights under or in connection with them under the Contracts (Rights of Third Parties) Act 1999. (vi) These Terms shall be governed and construed in accordance with English law and both parties agree to the exclusive jurisdiction of the English courts.

17. AMENDMENTS: The vendor reserves the right to amend equipment specifications or prices without prior notice and such amendments shall take effect upon notice to the Customer.



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WARRANTY CARD

This Warranty Card is collateral to the Technogym UK Limited Terms and Conditions of Sale and is expressly incorporated into the contract for Sale of the Equipment.

- (i) The vendor warrants new Technogym branded equipment to be free of defects in materials and workmanship for a period of two years from the date of installation. During such period any servicing or rectification required due to such defects shall be carried out by the vendor without charge.
  - a In respect of cardiovascular equipment the warranty will extend to the following products from the date of installation:
    - a.1 frames for 5 years;
    - a.2 mechanical, electrical and electronic components for 2 years;
    - a.3 treadmill belts, treadmill decks, saddles, seats and rubberised materials (e.g. grip materials and footstraps) for 12 months.
  - b In respect of resistance equipment the warranty will extend to the following products from the date of installation:
    - b.1 frames for 5 years;
    - b.2 mechanical components for 2 years;
    - b.3 rubberised materials and cables for 12 months;
    - b.4 upholstery for 6 months.
- (ii) The vendor warrants all Technogym branded equipment refurbished by the vendor (Still Novo) to be free of defects in materials and workmanship for a period of one year from the date of installation. During such period any servicing or rectification required due to such defects shall be carried out by the vendor without charge.
  - a In respect of cardiovascular equipment the warranty will extend to the following products from the date of installation:
    - a.1 frames for 12 months;
    - a.2 mechanical, electrical and electronic components for 12 months;
    - a.3 treadmill belts, treadmill decks, saddles, seats and rubberised materials (e.g. grip materials and footstraps) for 6 months.
  - b In respect of resistance equipment the warranty will extend to the following products from the date of installation:
    - b.1 frames for 12 months;
    - b.2 mechanical components for 12 months;
    - b.3 rubberised materials and cables for 6 months;
    - b.4 upholstery for 6 months.
- (iii) Equipment in the Home Fitness Line has been designed to facilitate its inclusion and use in domestic environments, therefore the warranty conditions for these products are automatically void whenever they are placed in non-domestic environments for Public Activities. Such environments shall include but are not limited to fitness centres or similar environments. 'Public Activities' means any activity outside of residential use.
- (iv) No other conditions or warranties expressed or implied shall apply except in so far as they are bound by law.
- (v) The equipment should be serviced regularly. The warranty cover will not extend to the following:
  - a servicing, modifications or additions to the equipment that are carried out by a third party (parties) unauthorised by the vendor in writing;
  - b defects resulting from misuse; or neglect of; or accident to the equipment by the Customer, its agents or employees;
  - c any equipment missing a serial number, or with a serial number that has been altered or defaced;
  - d the repair or replacement of parts which the vendor is required to carry out away from the Customer's site named overleaf but which the Customer for security reasons or otherwise is unwilling to release to the vendor;
  - e any equipment which has not been kept or operated by the Customer in accordance with the vendor's/manufacture's manuals or instructions;
  - f any equipment that has not been kept in a suitable environment with the correct and proper power supplies;
  - g any equipment that has been moved to a different location or within the same location without the vendor's prior written consent, such consent shall not be unreasonably withheld or delayed; or
  - h any equipment sold in the United Kingdom, and installed outside of the United Kingdom.



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Technogym UK Limited  
Maintenance Services Agreement

**Order Form**

<b>Supplier</b>	Name:	Technogym UK Limited
	Company registration number:	2782468
	Registered office:	Two The Boulevard, Cain Road, Bracknell, Berkshire, RG12 1WP
	VAT registration number:	GB 628 385 120

<b>Customer</b>	Name:	
	Company registration number:	
	Registered office:	
	VAT registration number:	
	Customer Number:	
<b>Site Address</b>	Name:	
	Address:	
	Customer Number:	

<b>Maintenance Service Package</b> (please refer to Schedule 2 overleaf)	<b>Contract number:</b> (office use only)		
<b>Equipment</b>	The equipment set out in Schedule 1		
<b>Maintenance Services</b>	The services set out in Schedule 2.		
<b>Replacement Parts discount</b>	(applicable to Customers who choose the Global or Performance MSP – See Schedule 2) 0%		
<b>Maintenance Charges</b>	<b>Discount applying:</b> 0%		
Payable in advance			
	<b>Price:</b>	<b>VAT:</b>	<b>Total:</b>
Gross annual charge:	£	£	£
Discounted annual charge:	£	£	£
Total for Initial Period:	£	£	£
Discounted total for Initial Period:	£	£	£
Number of instalments:		Payment frequency:	
Dates of Instalments			
Instalment value:	£	£	£

<b>Commencement Date</b>
<b>Initial Period</b> years from the Commencement Date
<b>Condition Precedent</b> Notwithstanding signature of this contract, the Supplier’s provision of the Maintenance Services is conditional upon the positive result of the installation and inspection procedures carried out on the Equipment to bring it up to Serviceable Standard. The Customer shall bear all costs relating to the installation, inspection and remedial works.

On receipt of this Order Form signed by the Customer, the Supplier agrees to supply the Maintenance Services to the Customer subject to the terms and conditions attached overleaf which are expressly incorporated herein and form a binding contract between the parties. The Customer shall be fully responsible for checking that the contents of Schedule 1 is accurate and correct and will immediately inform the Supplier in writing of any changes that need to be made.

Signed by/on behalf of the  
Customer

Title:

.....

Purchase order number

Date:

.....



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#### MAINTENANCE SERVICES AGREEMENT TERMS AND CONDITIONS

1. **DEFINITIONS AND INTERPRETATION** The following terms shall have the following meanings: **'Equipment'** means the equipment (that in the Supplier's reasonable opinion is of a Serviceable Standard) subject to the Maintenance Services as more particularly specified in Schedule 1. **'Maintenance Services'** means the preventative services (the level of which are chosen under the Maintenance Service Package) provided to the Customer in respect of the Equipment (under this agreement), set as described in Schedule 2 or as may be agreed in writing by the Supplier and Customer from time to time. **'Terms'** means these terms and conditions governing the supply and performance of the Maintenance Services. **'Maintenance Charges'** means the charges payable by the Customer to the Supplier in consideration of the provision of the Maintenance Services, set out on the Order Form. **'Site Address'** means the Customer's premises where the Equipment will be stored and used and where the Maintenance Services will be carried out, as set out on the Order Form. **'Maintenance Service Package'** or **'MSP'** means the level of Maintenance Services chosen by the Customer (as set out on the Order Form) as more particularly described in Schedule 2. **'Initial Period'** means the initial period of this agreement as set out on the Order Form and more particularly described in clause 9. **'Order Form'** means the Customer's order for Maintenance Services incorporating these Terms. **'Non-TG Equipment'** means equipment and parts manufactured and/or supplied by other manufacturers or suppliers (other than the Supplier). **'Obsolete'** means Equipment that the Supplier renders obsolete as a result of that Equipment requiring Replacement Parts that have been discontinued and are no longer produced by their respective manufacturer. **'Replacement Parts'** means any component, piece of equipment or part that is required for the repair or Maintenance Services to be carried out on Equipment under these Terms. **'Request'** shall have the meaning given in clause 2.4. **'Technogym E-Services'** means the online services provided by the Supplier, whereby the Customer can electronically place an order for Maintenance Services or for Replacement Parts. **'TG Equipment'** means equipment and parts manufactured and supplied by the Supplier or any Group Company. **'Economical Maintenance'** means an individual piece of Equipment that can be repaired for a sum less than (or equal to) 3 times the annual maintenance prices listed in Schedule 1. **'Commencement Date'** means the date set out on the attached Order Form as more particularly described in clause 9. **'Serviceable Standard'** means Equipment that is not, in the Supplier's reasonable opinion, in a state of disrepair and is capable of being serviced in accordance with this agreement. **'Group'** means the Supplier, any company of which it is a subsidiary (its holding company) and any other subsidiaries of any such holding company; and each company in a Group is a member of the Group. **'Group Company'** means any company in the Group. **'Business Day'** means the hours of 8.00 a.m. to 6.00 p.m. on a day (other than a Saturday, Sunday or public holiday) when banks in the City of London are open for business. **'Supplier's Personnel'** the Supplier's employees, agents, subcontractors and consultants engaged to perform the Maintenance Services. **'Unity Console'** means the LCD and all related electronic components forming the Unity® or Visioweb® group component excluding Wellness tv® and Wellness ActiveTv® screen. **'Accidental Damage'** means damage that occurs suddenly as a result of an unexpected and non-deliberate external action, specific exclusions include but are not limited to the gradual deterioration with age, internal failures and willful or deliberate acts. **'Wear and Tear Items'** means items that are naturally and inevitably subject to wear as a result of normal contact from users in the course of exercising on the equipment including but not limited to treadmill belts, upholstery, foot pedals and handles. It excludes knocks, scrapes and scratches and the gradual deterioration with age that may occur over the life of the Equipment. **'Aesthetic Items'** means the parts of the Equipment that are provided for cosmetic purposes only including but not limited to stickers, casings and covers or ancillary items like water bottle or phone holders. **'Prevailing Rate'**: means the price of the purchased MSP as per the price effective at the time the quotation is provided. A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it. Words in the singular include the plural and in the plural include the singular. A reference to one gender includes a reference to the other gender. Clause headings do not affect the interpretation of these Terms. A reference to Schedule or Schedules shall mean the schedule(s) of this agreement. A reference to this agreement shall be a reference to these Terms. The Order Form and the Terms (including all the Schedules) constitutes the entire agreement between the parties hereto relating to the Maintenance Services and shall replace any other such agreement or purported arrangement in respect thereof. However, in the event of a conflict between the terms and conditions contained in the Schedules or on the Order Form and these Terms, those contained in the Schedules and/or the Order Form shall prevail and this agreement shall be interpreted accordingly.

2. **MAINTENANCE SERVICES.** 2.1 The Supplier will endeavour to provide Maintenance Services during a Business Day (or as may otherwise be agreed and set out in the Service Level Agreement in Schedule 2) and the Customer will therefore be required to have their Site Address open (and the Equipment accessible) during such times. 2.2 From time to time, the Supplier may be required to carry out Maintenance Services outside the hours of a Business Day and reserves the right to do so. 2.3 The Customer may request that the Supplier carries out Maintenance Services outside the hours of a Business Day. Any decision by the Supplier to do so will be entirely at the Supplier's discretion and will be agreed in writing by the parties. 2.4 The Supplier shall make a telephone hotline service available to the Customer from 9.00 a.m. to 5.30 p.m. (whereby a request for Maintenance Services can be placed by the Customer ("Request")). Outside these hours, the Customer can place a Request via fax, e-mail (to the addresses that the Customer has been provided with) or via TG-Direct and in such circumstances, the Request will be deemed to have been made on the following Business Day.

3. **EXCLUSION FROM SERVICES.** 3.1 The Maintenance Services will not extend to: 3.1.1 Modifications or additions to the Equipment that are unauthorised by the Supplier; 3.1.2 Peripheral items and consumables and Aesthetic Items (lists of which are available from the Supplier); 3.1.3 Equipment which in the Supplier's reasonable opinion, can no longer be subject to Economical Maintenance (for the avoidance of doubt, such Equipment will be removed from Schedule 1); 3.1.4 Defects or damage resulting, in the Supplier's reasonable opinion, from misuse or neglect of or Accidental Damage to the Equipment or failure to follow the instructions or advice of the Supplier or in respect of Non-TG Equipment, the manufacturer of the Non-TG Equipment; 3.1.5 Visits in addition to those (if any) specified overleaf; except where specifically included in the MSP; 3.1.6 The repair or replacement of parts which the Supplier is required to carry out away from the Site Address but which the Customer, for security reasons or otherwise is unwilling to release to the Supplier; 3.1.7 Any Equipment which has not been kept or operated by the Customer in accordance with the Customer's obligations set out in clause 5; 3.1.8 Equipment which the Supplier has requested a serial number for at the time of a Request and has not received; and 3.1.9 Equipment which has been declared Obsolete; 3.1.10 Defects or damage resulting, in the Supplier's reasonable opinion, from the variation, interruption or quality of the Customer's mains electrical supply powering the Equipment.

4. **MAINTENANCE CHARGES.** 4.1 The Supplier may adjust its Maintenance Charges by written notice not later than 30 days before any anniversary of the Commencement Date. 4.2 The Customer shall pay the Maintenance Charges on the dates set out in the Order Form. 4.3 The Supplier's charges are payable without any deductions, set-off, counterclaim or withholding of any kind but with the addition of VAT and the Supplier reserves the right to suspend provision of the Maintenance Services in the event that the Customer fails to pay by the due date any sums due under these Terms or under any other agreement whatsoever that it may have with the Supplier. 4.4 If the Customer fails to pay the Supplier by the due date any sum due under these Terms, the Customer shall be liable to pay interest to the Supplier on such sum from the due date for payment, at the annual rate of 4% above the base lending rate from time to time of the Bank of England, accruing on a daily basis until payment is made, whether before or after any judgment. 4.5 The Customer may be required to pay additional charges (in addition to the Maintenance Charges) if their failure to comply with the obligations set out in clause 5 below results (either directly or indirectly) in any damage to the Equipment resulting in the need for Maintenance Services.

5. **CUSTOMER'S OBLIGATIONS.** To facilitate the provision by the Supplier of Maintenance Services the Customer shall: 5.1 Ensure that the Equipment is kept and operated in a proper manner in accordance with all written guidance issued by the Supplier from time to time (including routine maintenance set out in relevant Equipment user manuals) and ensure that only competent, properly trained persons are permitted to use it; 5.2 Co-operate with the Supplier and the Supplier's Personnel in all matters relating to the Maintenance Services including but not limited to supplying the serial number of the Equipment, giving detailed information about the fault(s) over the phone and performing reasonable troubleshooting actions on the Equipment as requested; 5.3 Use the Equipment in (what the Supplier reasonably deems to be) a suitable environment (including but not limited to one free from humidity, moisture, dust and high temperature variations) and be responsible for the costs of creating and maintaining such an environment; 5.4 Use the Equipment with the correct power supplies as have been provided by the manufacturer (be it the Supplier or otherwise); 5.5 Not move the Equipment or make any addition, modification or adjustment to it without the Supplier's prior written consent; 5.6 Maintain and make available to the Supplier records of the operation, maintenance and any malfunction of the Equipment; 5.7 Provide at such times as the Supplier and the Supplier's Personnel reasonably require and at no cost to the Supplier, access to the Equipment in a safe and properly insured environment, and the co-operation of the Customer's personnel in diagnosing and overcoming any malfunction of the Equipment; and 5.8 Inform the Supplier of all health and safety rules and regulations and any other reasonable security requirements that apply at the Site Address.

6. **LIMITATION OF LIABILITY.** 6.1 Save as specifically provided for herein, the Supplier shall have no liability to the Customer for any loss or damage howsoever arising from or in connection with this agreement or the supply of the Maintenance Services. 6.2 Without prejudice to the generality of clause 6.1 above, the Supplier shall have no liability for any losses or damages which may be suffered by the Customer whether the same are suffered directly or indirectly or are immediate or consequential which fall into the following categories: Special damage even though the Supplier was aware of the circumstances in which the special damage could arise; Loss of profits; anticipated savings; loss of business opportunity or goodwill; and Loss of amenity of the use of the Equipment; Losses resulting from the use of Replacement Parts obtained by the Customer without the Supplier's written consent. 6.3 The above exclusions shall apply to the fullest extent permissible at law but the Supplier does not exclude liability for: 6.3.1 death or personal injury caused by the negligence of the Supplier, its employees or agents; or 6.3.2 for fraud. 6.4 To the extent such liability is not excluded by sub-clauses 6.1 and 6.2 above the Supplier accepts liability for its negligence (or that of its employees or agents) for physical damage or loss of the Customer's tangible property up to £1,000,000 in respect of each incident or series of connected incidents. 6.5 In all other cases not falling within clause 6.4 above, the Supplier's total liability (whether in contract, tort, (including negligence or otherwise) under or in connection with this agreement with the Customer relating to the Maintenance Services or based on any indemnity or contribution shall not exceed the amount that the Customer has paid for the Equipment being supported by the Maintenance Services.

7. **REPLACEMENT PARTS.** 7.1 Replacement Parts are the Supplier's property unless they are purchased and supplied by the Customer at no cost to the Supplier. 7.2 The Supplier will use reasonable endeavours to obtain suitable Replacement Parts when required to do so for the provision of Maintenance Services.

8. **FORCE MAJEURE.** The Supplier shall have no liability to the Customer under this agreement if it is prevented from, or delayed in performing, its obligations under this agreement or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including (without limitation) strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion,



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malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

9. **COMMENCEMENT AND TERM OF AGREEMENT.** This agreement starts on the Commencement Date and remains in force for the Initial Period and shall continue thereafter unless terminated by one of the parties giving to the other not less than 3 months written notice, unless this agreement is terminated in accordance with clause 10.

10. **TERMINATION.** 10.1 The Supplier may terminate this Agreement forthwith upon written notice to the Customer, without liability where:- 10.1.1 the Customer commits a breach of any Terms and where such breach is capable of remedy fails to rectify such a breach within 14 days of receiving written notice from the Supplier specifying such breach; 10.1.2 the Customer fails to make payment of any sums due to the Supplier in accordance with these Terms or any other agreement with the Supplier; 10.1.3 the Customer repeatedly fails to follow the Supplier's instructions in respect of the Equipment and acts in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the agreement. 10.2 Without prejudice to any other rights or remedies which the parties may have, either party may terminate this agreement without liability to the other on giving the other not less than 1 months written notice if: 10.2.1 if the other party, being a body corporate shall present a petition or have a petition presented by a creditor for its winding up, or convenes a meeting to pass a resolution for voluntary winding up, or shall enter into any liquidation (other than for the purposes of a bona fide reconstruction or amalgamation); shall call a meeting of its creditors or shall have a receiver of all or any of its undertakings or assets appointed, or shall be deemed by virtue of the applicable law of these Terms to be unable to pay its debts or being an individual or sole trader dies or becomes bankrupt or being a partnership suffers any similar action as a result of debt; 10.2.2 the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business; or 10.2.3 there is a change of control of the other party (as defined in section 574 of the Capital Allowances Act 2001). 10.3 On termination of this agreement for any reason, the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Maintenance Services supplied but for which no invoice has been submitted, the Supplier may submit an invoice, which shall be payable immediately on receipt. 10.4 On termination of this agreement (however arising), the following conditions shall survive and continue in full force and effect: 10.4.1 Clause 6; 10.4.2 Clause 10; 10.4.3 Clause 14; 10.4.4 Clause 19

11. **ASSIGNMENT AND SUBCONTRACTING.** 11.1 The Supplier reserves the right to assign this contract and to sub-contract all or any of its obligations set out herein. 11.2 This agreement is personal to the Customer who may not without the Supplier's prior written consent: assign or dispose of it; part with any interest in it; or grant any lease or licence or delegate any of the rights conferred by it.

12. **THIRD PARTY RIGHTS.** No person other than the Supplier, any person to whom the Supplier assigns any rights under this agreement and the Customer, shall acquire any enforceable rights under or in connection with these Terms and nothing in these Terms confers on anyone else any right pursuant to the Contracts (Rights of Third Parties) Act 1999.

13. **VARIATION.** No variation or amendment of this agreement or oral promise or commitment related to it shall be valid unless committed to writing and signed by or on behalf of both parties save that the Supplier may from time to time notify the Customer in writing that it proposes to alter, add to or abrogate any provisions of this agreement giving details of the proposed alteration, addition or abrogation. Unless the Customer within 28 days of that notice notifies the Supplier in writing that he objects to them, the alteration, addition or abrogation shall be deemed to be agreed and shall take effect accordingly.

14. **CONFIDENTIALITY.** 14.1 For the duration of the agreement and a period of 5 years thereafter, each party shall keep in strict confidence, the contents and details of this agreement (including but not limited to the Maintenance Charges) and all other technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to it from the other party, its employees, agents, consultants or subcontractors and any other confidential information concerning the other party's business or its products which either party may obtain. 14.2 Each party may disclose the other party's confidential information: 14.2.1 to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under this Agreement. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 14; and 14.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority. 14.3 Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under this Agreement.

15. **NOTICES.** 15.1 Any demand or notice given under this deed shall be in writing and may be served: 15.1.1 personally, 15.1.2 by registered or recorded delivery mail, 15.1.3 by facsimile transmission (confirmed by post), or 15.1.4 by any other means which any party specifies by notice to the others. 15.2 Each party's address for the service of notice shall be its above mentioned address or such other address as it specifies by notice to the others. 15.3 A notice shall be deemed to have been served: 15.3.1 if it was served in person, at the time of service, 15.3.2 if it was served by post, 24 hours after it was posted, and 15.3.3 if it was served by facsimile transmission, at the time of transmission.

16. **RIGHTS AND REMEDIES.** Each right and remedy of the Supplier under these Terms is without prejudice to any other right or remedy of the Supplier whether under these Terms or not.

17. **SEVERANCE.** If any provision of these Terms is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions shall of these Terms and the remainder of such provision shall continue in full force and effect.

18. **WAIVER.** Failure or delay by the Supplier in enforcing or partially enforcing any provision of these Terms will not be construed as a waiver of any rights and any actual waiver of any breach of, or default under, any provision of these Terms by the Customer will not be deemed a waiver of any subsequent breach or default and will in no way affect the enforcement of any other provision of these Terms.

19. **LAW AND JURISDICTION.** 19.1 This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, the law of England and Wales. 19.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, this agreement or its subject matter or formation (including non-contractual disputes or claims.)

20. **CONDITION PRECEDENT.** The Supplier's provision of the Maintenance Services is conditional upon the positive result of the installation and inspection procedures carried out on the Equipment to bring it up to Serviceable Standard. The Customer shall bear all costs relating to the installation, inspection and remedial works.

## Schedule 2. Maintenance Services

(The Customer's chosen Maintenance Service Package will be set out on the Order Form)

Maintenance Services		Maintenance Service Package (MSP)		
		Program	Global	Performance
On-site repair service	Travel & labour	\$	•	•
	Parts for repair	\$	•	•
	Parts subject to wear and tear	\$	\$	••
Equipment Diagnosis		•	•	•
Preventative maintenance		•	•	•
Technical Call Center Support		•	•	•
Predetermined response time		• <sup>1</sup>	•	•
Software update		•	•	•
Aesthetic Items Protection		-	-	••
Accidental Damage on Unity Console		-	-	••
Performance guarantee		-	-	•
<b>Technogym E-Services (customer portal)</b>				
Online job opening		-	•	•
Asset management reporting tool		-	•	•
<b>Preventative maintenance routine</b>				



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Maintenance Services	Maintenance Service Package (MSP)		
	Program	Global	Performance
Internal and external cleaning	•	•	•
Lubrication	•	•	•
Calibration & Mechanical adj.	•	•	•
Technogym Certification	-	•	•
Resistance cable inspection and replacement as required	-	•	•

- Legend**
- Service Included in MSP
  - \* Subject to limitations of cover see the Terms for more detail
  - \*\* Subject to limitations of entitlement, see below
  - 1 SLA limited to Time to Service on first visit only for Program
  - § Service chargeable in MSP (charges based on the Supplier parts and labour prices applicable from time to time. Further details are available from the Supplier)

**Description of maintenance services**

**On-site repair service:** Covers the supply of ad hoc Maintenance Services at the Site Address for the repair of the Equipment. The decision to fit replacement spare parts will be made solely by Supplier's engineers and Supplier reserves the right to use new or refurbished parts at its' sole discretion.

**'Parts subject to wear and tear':** Where MSP's include coverage for **Parts subject to wear and tear**, the replacement of **Wear and Tear Items** will be decided by Supplier's engineers using their reasonable opinion. The replacement of certain **Wear and Tear Items** is subject to limitations of entitlement over the term of the contract according to the following formulae: The entitlement of treadmill belts for a specific contract term is capped up to a predefined **'Number of Belts'** included per contract defined as the number of treadmills covered by the contract multiplied by the duration of the contract (expressed in whole years) multiplied by 0.5 and rounded up to the nearest whole integer. Entitlement can be pooled across all Equipment covered under an individual contract. Entitlement under a contract cannot be transferred to a piece of Equipment not covered by that contract whether the piece of Equipment is covered by another contract or not.

For example: 25 treadmills covered under a 4 year Performance contract would have a Number of Belts included per contract equal to  $25 \times 4 \times 0.5 = 50$ , i.e. a limit of 50 treadmill belts may be fitted over the term of the contract.

The entitlement of Upholstery for a specific contract is capped up to a predefined **'Number of Upholstery'** included per contract defined as the number of pieces of strength equipment (including selectorised or plate loaded strength machines and benches) multiplied by 2 (the typical number of upholstery items per piece of equipment) multiplied by the duration of the contract (expressed in whole years) multiplied by 0.5 and rounded up to the nearest whole number. Entitlement can be pooled across all the Equipment covered under an individual contract. Entitlement under a contract cannot be transferred to a piece of Equipment not covered by that contract whether the piece of Equipment is covered by another contract or not.

For example: 25 pieces of selectorised strength equipment covered under a 4 year Performance contract would have a Number of Upholstery included per contract equal to  $25 \times 2 \times 4 \times 0.5 = 100$ , i.e. a limit of 100 items of upholstery may be fitted over the term of the contract.

Where the entitlements for the replacement of Part subject to wear and tear defined above are exceeded during the term of a contract or the cover for parts subject to wear and tear is excluded from the MSP the supply and fitting of these items will be at the Customer's cost at Supplier's parts and labour prices applicable from time to time.

**'Equipment Diagnosis'** Means the supply of an engineer for health & safety, functionality and aesthetics diagnosis.

**Preventative maintenance:** For Customers choosing the Program MSP, this is limited to Equipment Diagnosis, cleaning and light maintenance services. For Customers choosing the Global or Performance MSP's the planned maintenance visit will include:

- **Strength Equipment:** (a) Full functional test of all components (b) Check all mechanical movements and lubricate where required (c) Inspection and replacement of cables as required (d) Inspect frames for damage (e) Adjustment of mechanical systems (f) Replacement of worn or damaged mechanical components
- **Cardiovascular Equipment:** (a) Full functional test of all components and console systems (b) Belt & cable tension and adjustment (c) Remove covers and clean internally and externally (d) Software update to latest version as required (e) Check calibration of sensors
- **Group Cycle:** (a) Full functional test of all components (b) Check and adjust chain tension and lubricate (c) Check and adjust belt tension (d) Check cranks and pedals

**Aesthetic Items Protection:** Notwithstanding the general exclusion From Services of Aesthetic Items defined in clause 3.1.2 and Accidental Damage defined in clause 3.1.4, where MSP's include **'Aesthetic Items Protection'**, this includes the replacement of Aesthetic Items under contract where they have suffered Accidental Damage subject to the following limitations.

An **'Aesthetic Item Replacement Claim'** is defined as Customer requesting the replacement of one Aesthetic Items on a single piece of equipment where the Aesthetic Items have been deemed to have suffered some form of Accidental Damage.

Entitlement under the Aesthetic Items cover is limited to 1 (one) Aesthetic Item Replacement Claim per contract year for every 20 pieces of Equipment covered under the contract, rounded up to the nearest whole integer. Entitlement can be pooled across all the Equipment covered under an individual contract. Entitlement under a contract cannot be transferred to a piece of Equipment not covered by that contract whether the piece of Equipment is covered by another contract or not

Where the Aesthetic Item entitlement defined above is exceeded during any contract year over the term of a contract or the cover for Aesthetic Items is excluded from the MSP the supply and fitting of these items will be at the Customer's cost at Supplier's parts and labour prices applicable from time to time.

The table below is included for illustration of the calculation of entitlement to Aesthetic Item Replacement Claims per year for 1 to 60 pieces of equipment covered. Entitlement for other numbers of equipment covered will be calculated in a similar manner.

Number of pieces of Equipment covered	Number of Aesthetic Item Replacement Claims per year
From 1 to 20	1
From 21 to 40	2
From 41 to 60	3

**Accidental Damage on Unity Console:** Notwithstanding general exclusion From Services for Accidental Damage defined in clause 3.1.4, where MSP's include Accidental Damage on Unity Console coverage, this includes the replacement of Unity Consoles under contract where they have suffered Accidental Damage subject to the following limitations. A **'Unity Console Replacement Claim'** is defined as Customer requesting the replacement a Unity Console on a single piece of equipment where the Unity Console has been deemed to have suffered some form of Accidental Damage subject to confirmation in the Supplier's reasonable opinion. Replacement of a Unity Console under this provision is subject to a Customer contribution of £300 on each Unity Console Replacement Claim. Entitlement under the Accidental Damage on Unity Console cover is limited to 1 (one) Unity Console Replacement Claim per contract year for every 10 Unity Consoles covered under the contract, rounded up to the nearest whole integer. Entitlement can be pooled across all the Equipment covered under an individual contract. Entitlement under a contract cannot be transferred to a piece of Equipment not covered by that contract whether the piece of Equipment is covered by another contract or not.

Where the Unity Console entitlement defined above is exceeded during any contract year over the term of a contract or the cover for Accidental Damage on Unity Console is excluded from the MSP the supply and fitting of these items will be at the Customer's cost at Supplier's parts and labour prices applicable from time to time.

The table below is included for illustration of the calculation of entitlement to Aesthetic Item Replacement Claims per year for 1 to 60 pieces of equipment covered. Entitlement for other numbers of equipment covered will be calculated in a similar manner.

Number of Unity Consoles covered	Number of Unity Console Replacement Claims per year
From 1 to 10	1
From 11 to 20	2
From 21 to 30	3

**Performance guarantee:** If some unforeseen event prevents Supplier from performing in line with the **'Time To Service Percentage'** level set out in Schedule 2 of this agreement as measured at the end of the contract as an average over the whole term of the contract, the Customer is entitled to receive a discount percentage, the **'Service**



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**Credit Discount'** against the renewal of the contract. The Service Credit Discount is redeemable only against an uninterrupted renewal and cannot be transferred to any other Site, contract renewal or other invoice payable to Technogym and the Service Credit Discount cannot be claimed as a cash alternative  
 The Service Credit Discount cannot be combined with any other active campaign or offering. The calculation of the Service Credit Discount will be based on 2 parameters: (a) duration of the original contract and (b) percentage of deviation in respect of the service level of the contract. The Service Credit Discount percentage calculated as per table below will be applied to the price of contract renewal calculated using the Prevailing Rate applicable from time to time. To be statistically relevant (and applicable) the minimum number of jobs in the period of measure should be greater than 20.  
 The Service Credit value cannot exceed the value of the NET price paid by the customer for the contract against which the performance was measured.

Time To Service Percentage achievement over the term of the contract	Contract term excluding warranty	
	less than 12 months	above or equal to 12 months
Greater than or equal to 90%	No Credit	No Credit
Greater than or equal to 70% and less than 90%	3%	5%
Less than 70%	5%	8%

**Technogym Certification:** On completion of a Preventative Maintenance service, the Supplier will make available a certificate of service to the Customer.

**Discount on replacement parts:** Where fitting of replacement parts is recommended outside of the included services, the replacement parts may be subject to a discount as defined in the Order Form. Discount only applies to replacement parts for Technogym manufactured Equipment.

**Service Level Agreement:** Where Service Level Agreement is included, see reverse of form for the performance levels.

**Access to Technogym E-Services:** Supplier will grant access to the customer to the Supplier's web service portal, Technogym E-Services, for the duration of the contract.

**Remote Equipment management:** Where remote Equipment management service is included, Customer allows the Supplier to remotely monitor the Equipment connected to the internet using Supplier proprietary software system. Remote Equipment management service allows the Supplier to have the possibility to enable automatic remote software upgrades when the Equipment is connected to the internet.  
 Supplier may contact the Customer to arrange proactive repairs on the Equipment to verify the correct functioning when relevant problems are discovered as a result of the Equipment communicating fault data with Supplier's software system.  
 The installation, configuration, maintenance and support of the internet connectivity and IT infrastructure will be solely Customer's cost and responsibility.  
 Supplier will have no liability if the remote upgrade fails due insufficient bandwidth or for any other network problem outside of its responsibility or control.

**Wellness System peripherals:** Maintenance Services on Wellness System peripherals, e.g. Trainer points, Iso controller, Wellness Mate, etc. where included in Schedule 1, are limited to electrical, mechanical and electronic components only. Wellness software and the performance of a Wellness System are not covered under this contract.

**Service Level Agreement:** In the performance of this contract the Supplier will conform to the following 'Service Level Agreement' or 'SLA'

- **Time to Service (TTS)** subject to the provisions set out within the Severity / Target Response Time matrix below (and those set out elsewhere in these Terms), following a Request by the Customer, the time taken by the Supplier to attend the Site Address for the purpose of carrying out the Maintenance Services, will be normally performed within the Target Response Time for the Severity of the fault reported subject to the correct, satisfactory and full performance of the Customer Obligations.  
Definition of Target Response Time hours
  - This shall commence upon creation of the service order by Supplier following receipt of a Request using Technogym E-Services, Fax, email or Telephone.
  - Supplier will action all Requests within Supplier's normal office hours 0900hrs to 1730hrs on Business Days.
  - Any Request outside of these times will be processed on the following Business Day.

Severity of fault reported	Description of typical fault presenting	Target Response Time*
<b>Primary Fault</b>	A fault that takes the Equipment out of order and prevents it from being used for its primary function – eg a treadmill that cannot be used for running.	48hrs
<b>Secondary Fault</b>	A fault that affects a part of the Equipment that is not involved in its Primary function, eg TV tuning, lack of sound, torn upholstery	120hrs

\*Supplier reserves the right to vary the Target Response Times from time to time and will publish updated versions of this matrix on the Technogym website and the Technogym E-Services portal.

- **Time to Service Percentage (TTS%):** The Supplier will use reasonable endeavours to ensure that following at least 90% of Requests made by the Customer for Maintenance Services over every 12 months period (beginning on the Commencement Date), the Time to Service will be equal to the Target Response Time defined above.
- **First Time Fix** is where, whilst carrying out Maintenance Service, the Supplier returns the Equipment to reasonable working order for the Service defined in the Request on the first visit to the Site Address. The Supplier will use reasonable endeavours to ensure that (over every 12 months period beginning on the Commencement Date), at least 90% of Maintenance Service visits will result in a First Time Fix. Where the Supplier requires further replacement parts to bring Equipment to working order, the parts will be placed on order and the supplier will fit same on a subsequent maintenance service visit subject to the spares supply response.
- **Spares Supply Response** is where TG Equipment Replacement Parts are required, the Supplier will use reasonable endeavour to dispatch the required parts within two Business Days from the Supplier placing a Replacement Parts order. This is with the exception of upholstery (7 Business Days), painted parts (7 Business Days) and assembled painted parts (15 Business Days). As Replacement Parts may be dispatched from outside the U.K, the times for delivery of Replacement Parts may vary and are all subject to availability. When Non-Technogym® Equipment Replacement Parts are required, the Supplier is totally reliant on the supply and performance of third parties and cannot give any commitments to dispatch and delivery times for such parts. However, the Supplier may, at the Supplier's discretion, hold small stocks of Non-Technogym® Replacement

For further information regarding Maintenance Services, spares and parts please contact us via the below details:  
 Telephone: 01344 823700 Email: ukservice@technogym.com Fax: 01344 823701

Notes: