



PROFESSIONAL FITNESS CONCEPTS, INC.

Terms of Sale

1) All sales are final. Orders for custom made products can not be cancelled once the order has been processed and Purchaser/Owner understands that, due to the custom nature of these items, an extended production time of up to eight (8) weeks should be expected. A non-custom order may be cancelled only if shipment has not been made. Once shipment has been made, there are no returns. If an order is refused on delivery, customer is liable for any and all delivery and return freight charges and a 25% restocking fee. Title of the equipment passes to Purchaser/Owner upon receipt of full payment for said equipment.

2) All new equipment comes with a standard manufacturer's warranty as stated and provided by the manufacturer. Any requests for service on an item with a manufacturer's warranty must be pursued directly with the manufacturer and not through Professional Fitness Concepts, Inc. Purchaser/Owner understands that proof of recommended factory service maintenance may be needed to obtain warranty service. Unless specified in writing, no warranties or representations by Professional Fitness Concepts, Inc. are either expressed or implied. Purchaser/Owner hereby releases and holds PFC harmless from any claims, demands, cause of action, damages, losses, costs, attorney's fees or expenses which may arise out of any dispute regarding the ownership, operation, sale, control or possession of this equipment. All equipment is subject to prior sale.

All remanufactured equipment offered for sale is subject to availability. Remanufactured equipment warranties and policies vary by remanufacturer. Your sales representative can provide you with warranty information specific to the piece that is ordered for you. Manuals are not provided with remanufactured equipment. In most cases, they can be obtained directly from the manufacturer's websites at no charge.

3) Any delivery date stated under this sales agreement is Professional Fitness Concept, Inc.'s best estimate and is based upon prompt receipt of all necessary information and payment from Purchaser/Owner. Professional Fitness Concepts, Inc. makes not guarantee of delivery by such date and shall have no liability or other obligation for failure to deliver on such date, regardless of cause, unless expressly stated in writing otherwise. Professional Fitness Concepts, Inc. shall have no liability or other obligation hereunder if its performance is delayed or prevented to any extent by any such event such as, but not limited to, any act of God, strike or work stoppage, fire, flood, accident, allocation or other controls of the Government authorities, shortage of transportation, fuel, material and labor, or any other cause beyond our control.

4) For orders shipped via freight truck, the Purchaser/Owner is responsible for keeping any scheduled delivery appointment with the freight company. Purchaser/Owner is liable for any and all fees incurred for attempted redelivery of an order, whether or not the redelivery is successful. In most cases, storage fees will be assessed if the freight company cannot reach the customer within two business days to schedule a delivery appointment.

For the majority of products outside of our local sales area we use TailGate/Curbside delivery as our standard delivery service.

Tailgate/Curbside Delivery - Driver will move product/s to the end of the trailer. Customer is responsible for moving the equipment from that point on.

Upgrades to the basic TailGate/Curbside delivery service are available at an additional charge. Arrangements need to be made prior to shipping the items.

LiftGate Delivery - Driver will have the appropriate equipment available to off-load your equipment to ground level at your curbside.



PROFESSIONAL FITNESS CONCEPTS, INC.

Terms of Sale

Threshold delivery - Driver will place equipment through the first doorway or garage door - providing there are no stairs to navigate. Includes all the above services.

Inside Placement and/or Assembly- Professional Fitness Concepts, Inc. does not arrange for inside delivery or assembly of equipment for equipment delivered outside of our local sales area. If need be, we can recommend a company that can provide inside placement and assembly of the fitness equipment. Please contact your sales representative for more details.

With any level of delivery, it is the Purchaser/Owner’s responsibility to ensure equipment can fit through doorways and hallways to be placed inside the residence or business. This also applies to ceiling heights, elevator sizing, wall angles and any other potential obstructions that could impede delivery of equipment. In most cases, commercial equipment cannot be taken apart to reduce its size.

It is also the responsibility of the Purchaser/Owner or that of whomever receives the equipment to make note of any damage to the equipment, at time of delivery, on the freight company’s bill of lading. Do not let the freight company driver leave until you have thoroughly inspected your shipment. It is strongly recommended that digital pictures of any damages be taken as well. It is the responsibility of the Purchaser/Owner or the designated consignee to pursue any claim of damage directly with the freight company. Professional Fitness Concepts, Inc. will not file damage claims on shipments. Please be aware that claims filed for damages that were not noted on the bill of lading have little or NO chance of reimbursement from the carrier. Freight damage is not covered under any manufacturers’ warranties. Professional Fitness Concepts will not be liable for any freight damages.

For shipments being delivered by the Professional Fitness Concepts, Inc. delivery team, Purchaser/Owner must accept shipment within 10 business days of being notified that order is ready for delivery unless prior arrangements are stated in the sales order or on the invoice. After such time, product will be placed in storage, and client is subject to storage fees in the amount of five dollars (\$5) per day, per machine.

5) The Purchaser/Owner expressly agrees that this sales agreement shall be governed by and enforced in accordance with the laws of the State of Illinois. Any arbitration arising out of the subject matter of this agreement shall be conducted solely in applicable courts or other appropriate setting in Illinois, and the Purchaser/Owner expressly agrees upon and consents to such jurisdiction and venue.

6) This document must be signed and returned prior to shipping. If executing this agreement on behalf of a corporation, general or limited partnership or any other legal entity, signatory declare that he/she is fully authorized to do so on its behalf.

I have read all the conditions outlined in these Terms of Sale and agree to be bound by them.

Signed _____ Date _____

Printed Name _____ Title _____

Quote, Sales Order or Invoice # _____