



CLMBR FOR COMMERCIAL USE LIMITED WARRANTY *

CLMBR, Inc. ("CLMBR") extends the following Limited Warranty, which applies on the condition that purchaser uses the CLMBR solely indoors and solely in a commercial setting, and that the purchaser complies in full with the CLMBR, Inc. Terms of Service and excluding (i) any use in fitness, recreation, amenity or other common access rooms of multi-family residential complexes and (ii) use in for-profit, membership-based commercial gyms other than gyms open solely to employee populations as part of an employer-sponsored corporate wellness benefit. Any other use of the CLMBR, including the uses described in clauses (i) or (ii) of the foregoing sentence, shall void this Limited Warranty. During the applicable Limited Warranty periods described below, the covered components of the CLMBR will be free of defects or malfunctions during normal use. Certain exclusions apply, as further described in this Limited Warranty.

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

TOUCHSCREEN - 24 MONTHS

CLMBR warrants the touchscreen against defects in workmanship and materials for a period of 24 months from the date of original delivery.

MACHINE AND MECHANICAL PARTS - 24 MONTHS

CLMBR warrants the mechanical parts of its machines, other than the Wear Parts (as defined below), against defects in workmanship and materials for a period of twenty-four (24) months. CLMBR warrants Grips, Pedals, and Water Bottle Holders (the "Wear Parts") against defects in workmanship and materials for a period of sixty (60) days.

LABOR - 24 MONTHS

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

EXCLUSIONS AND LIMITATIONS

Who is covered?

The original owner of the CLMBR. The CLMBR must remain in the possession of the original purchaser at the location where originally assembled. This Limited Warranty is not transferable. In order to keep this Limited Warranty in effect, the original owner of the CLMBR must, a) check all screws and connections for tightness on a weekly basis; and b) clean the CLMBR as recommended in the CLMBR UserManual on a weekly basis to reduce the normal wear and tear on the CLMBR.

What is covered?

If a defect arises in the CLMBR or a warranted component within the applicable Limited Warranty period, the purchaser's sole and exclusive remedy is for CLMBR to, at CLMBR's discretion to the extent permitted by law, either replace or repair the defective or malfunctioning CLMBR or component with the same or a comparable model. Any replacement or repaired component shall be warranted for the remainder of the original Limited Warranty period or 30 days, whichever is longer, or for any additional period that is required by applicable law.

What is NOT covered

Any other CLMBR products or services, non-CLMBR products or labor, units that are, or that CLMBR reasonably believes to be, stolen, counterfeit, or purchased from an unauthorized distributor or reseller, units purchased or used outside the U.S., and units missing serial numbers.

Software, even if sold with or embedded in the CLMBR, or Internet connectivity. CLMBR does not warrant that the operation of the CLMBR will be uninterrupted or error-free.

*Limited Warranty valid only in the United States



LIMITED WARRANTY - CONTINUED

Damage or equipment failure due to normal wear and tear, improper or negligent assembly, maintenance, installation, relocation, or repair (other than that caused by a CLMBR authorized service technician), use of the CLMBR with parts or accessories from third parties, or with parts or accessories not originally intended for or compatible with the CLMBR, or any use contrary to the instructions in this Owner's Manual.

Damage or equipment failure due to accident, abuse, improper or abnormal use, neglect, corrosion, discoloration of paint or plastic (or any other change in cosmetic appearance that does not affect performance), theft, vandalism, fire, flood, wind, lightning, freezing or other natural disasters or acts of God of any kind, electrical wiring, power reduction, power fluctuation or power failure from whatever cause, unusual atmospheric conditions, collision, introduction of foreign objects, or modifications that are unauthorized or not recommended by CLMBR. Incidental or consequential damages. CLMBR is not responsible or liable for indirect, special, incidental or consequential damages, economic loss, loss of property or profits, loss of enjoyment or use, or other consequential damages of any nature whatsoever in connection with the purchase, use, repair or maintenance of equipment or parts. CLMBR does not provide monetary or other compensation for any such repairs or replacement parts costs, including but not limited to gym membership fees, work time lost, cost of substitute equipment, diagnostic visits, maintenance visits or transportation.

Any attempt to move or repair fitness equipment creates a risk of injury and property damage. CLMBR is not responsible or liable for any damage or injury incurred during, or as a result of, any move, repair or attempted repair of equipment by anyone other than a CLMBR authorized service technician. All moves or repairs attempted by you or your agents are undertaken AT YOUR OWN RISK and CLMBR shall have no liability for any injury to persons or property arising from such attempted moves or repairs. In addition, labor may no longer be covered if the CLMBR is moved outside of CLMBR's service area. Where permitted by law, replacement units, parts and electronic components reconditioned to as-new condition by CLMBR or its vendors may sometimes be supplied as warranty replacement and constitute fulfillment of warranty terms.

THIS LIMITED WARRANTY IS THE EXCLUSIVE WARRANTY GIVEN BY CLMBR AND SUPERSEDES ANY PRIOR, CONTRARY OR ADDITIONAL REPRESENTATIONS. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY STATUTORY WARRANTY OR CONDITION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE DISCLAIMED EXCEPT TO THE EXTENT PROHIBITED BY LAW. IN SUCH EVENT, SUCH WARRANTY IS LIMITED TO THE DURATION OF THE WARRANTY PERIODS SET FORTH ABOVE. THIS EXCLUSION APPLIES EVEN IF THIS WARRANTY FAILS OF ITS ESSENTIAL PURPOSES AND REGARDLESS OF WHETHER DAMAGES ARE SOUGHT FOR BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, OR STRICT LIABILITY IN TORT OR UNDER ANY OTHER LEGAL THEORY. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS, WHICH VARY FROM STATE TO STATE.

HOW TO OBTAIN WARRANTY SERVICE

Purchaser must notify CLMBR within 10 days after the date of discovery of any nonconformity or defect and make the affected product (and its serial number and proof of purchase, if requested) available for inspection by CLMBR or its representative. Claims must be made within the specified warranty period.

Any disputes between you and CLMBR related to this Limited Warranty or the CLMBR Terms of Service will be governed by the dispute resolution provisions of your sales agreement with CLMBR, or in the absence of such a provision, then disputes will be resolved by binding confidential commercial arbitration in Denver, Colorado.

EXTENDED WARRANTY SERVICE

Extended warranty coverage is available for purchase through CLMBR's authorized partner.

Standard Warranty

Extended Warranty