



Staff Report

Date: *May 27, 2026*

Subject: *Technogym Equipment Replacement*

Attachment(s): *Quote for purchase, delivery and installation of Technogym Equipment*

The existing Technogym equipment at Evolutions Fitness & Wellness Center has exceeded its expected service life after more than 20 years of heavy daily use. Although staff have continued routine maintenance and repairs to maximize equipment longevity, several machines are experiencing ongoing wear, reduced reliability, and increased maintenance needs that impact member experience and overall functionality.

In anticipation of this request, \$45,000 was approved in the FY2026 Capital Budget for Technogym equipment replacement. Staff are recommending the purchase, delivery, and installation of six pieces of Technogym strength equipment, including replacement of existing leg press, hamstring curl, and quad extension machines, along with the addition of a hip thrust machine, pec deck/rear fly machine, and an additional lying hamstring curl machine.

Staff recommend continuing with Technogym brand equipment due to its proven durability, reliability, and long-term performance within the facility. Replacement has been approached gradually through the capital budgeting process, to support continued investment in updated equipment, supports member satisfaction, retention, and the organization's commitment to maintaining a safe, relevant, and high-quality fitness environment.



Your Wellness Business Partner



Technogym for

EVOLUTIONS FITNESS

Prepared by
Tony Kowalczyk



PROPOSAL SUMMARY

CUSTOMER DETAILS

Customer name EVOLUTIONS FITNESS
Billing Address
Contact AMANDA FIAGLE
Telephone +1 559-770-9699
VAT Code
Fiscal Code
Customer Code AC-2544852
Order Confirmation Email
Invoice Email

DESTINATION DETAILS

Address 1425 EAST PROSPERITY AVENUE TULARE California 93274 United States
Customer Code AC-2544852

PROPOSAL DETAILS







Technogym Ref. Tony Kowalczyk
18479227191
tkowalczyk@technogym.com
Ref # Q-00825029 / 0003057241
EVOLUTIONS-Strength2026
Proposal created on: 5/8/2026
Proposal valid until: 07/06/2026

LOGISTIC DETAILS

Pedestrian Zone	No	Drop off point distance to gym (m)	
Floor number of the gym		Doors min Dim L x H (cm)	
Suitable lift available	No	Ceiling min. height (cm)	
Electricity available		Floor protection required	No
Phone contact	+1 559-770-9699	Site inspection required	NO
Mandatory delivery date	NO	Road constraints	NO

SMART EQUIPMENT

STRENGTH

PRODUCT	QTY	NET AMOUNT USD
 <p>SELECTION 700 LEG CURL 700 Diamond Black [96]</p> <ul style="list-style-type: none"> Weight Stack: Plus Color Option: Diamond Black [96] <p>Frame: Anthracite (AN), Cover: Anthracite (AN) , Upholstery: Meteor Black (FM)</p> <p>CODE: MNICNNMCANFMAN10</p>	1	4,382.00 1 x 4,382.00
 <p>SELECTION 700 LEG EXTENSION 700 Diamond Black [96]</p> <ul style="list-style-type: none"> Weight Stack: Plus Color Option: Diamond Black [96] <p>Frame: Anthracite (AN), Cover: Anthracite (AN) , Upholstery: Meteor Black (FM)</p> <p>CODE: MNJCNNMCANFMAN10</p>	1	4,382.00 1 x 4,382.00
 <p>SELECTION 700 LEG PRESS 700 Diamond Black [96]</p> <ul style="list-style-type: none"> Weight Stack: Plus Color Option: Diamond Black [96] <p>Frame: Anthracite (AN), Cover: Anthracite (AN) , Upholstery: Meteor Black (FM)</p> <p>CODE: MNACNNMNANFMAN10</p>	1	7,301.00 1 x 7,301.00
 <p>SELECTION 900 PRONE LEG CURL 900 Diamond Black [96]</p> <ul style="list-style-type: none"> Weight Stack: Plus Color Option: Diamond Black [96] <p>Frame: Anthracite (AN), Cover: Anthracite (AN) , Upholstery: Meteor Black (FM)</p> <p>CODE: MNUPNNMCANFMAN10</p>	1	5,810.00 1 x 5,810.00
 <p>SELECTION 700 DUAL PECTORAL_REVERSE FLY 700 Diamond Black [96]</p> <ul style="list-style-type: none"> Weight Stack: Plus Color Option: Diamond Black [96] <p>Frame: Anthracite (AN), Cover: Anthracite (AN) , Upholstery: Meteor Black (FM)</p> <p>CODE: MNNCNNMCANFMAN10</p>	1	5,866.00 1 x 5,866.00
 <p>SELECTION 900 HIP THRUST 900 Diamond Black [96]</p> <ul style="list-style-type: none"> Weight Stack: Plus Color Option: Diamond Black [96] <p>Frame: Anthracite (AN), Cover: Anthracite (AN) , Upholstery: Meteor Black (FM)</p> <p>CODE: MN2PNNMCANFMAN10</p>	1	5,446.00 1 x 5,446.00
TOTAL STRENGTH	6	33,187.00





TOTAL WELLNESS SOLUTION SUMMARY

	TOTAL AMOUNT USD
PRODUCTS	
Products	33,187.00
Delivery & Installation	7,636.13
Total	40,823.13
Sales TAX	2,737.96
Total (TAX included)	43,561.09
Deposit	43,561.09 Cheque
Balance	0.00 Balance before Delivery , Cheque

Any sales tax, use tax, exercise tax, or any other tax of any nature used in the preparation of this proposal are indicative and they should not be considered final or binding.
All taxable sales and uses taxes will be computed in the invoice, reflecting the current rates at the time of the transaction



DELIVERY TERMS

Delivery Terms: Delivered at place

Delivery week: Delivery date is intended as any working day included in the “week” starting from **Monday [8/24/2026]** to **Friday [8/28/2026]**

The delivery date is binding as soon as it is confirmed by Technogym.

The delivery date cannot be earlier than 9“ weeks of the date of receipt of this signed proposal and will be binding only upon payment of the deposit, if required. Please note that the delivery date may vary during peak periods. Technogym will always communicate the final delivery date within the order confirmation. The delivery day is defined as every working day that falls within the communicated "delivery week"

For ACH/Wires	For CHECKS
JPMorgan Chase New York, NY 10017 Bank Routing Number: 021000021 Account Number: 593828616 Account Name: Technogym USA Corp SWIFT Code: CHASUS33	Please send your CHECK to the lockbox: Technogym USA Corp. PO BOX 23802 New York, NY 10087-4602

This proposal is subject to the attached General Sale Terms and Conditions and/or - where applicable - the Maintenance Services Agreement - Terms and Conditions and/or – where applicable - the Master Subscription Agreement and related Data Processing Agreement and the Participation Agreement RUN X:

Place and Date:

Name and title:

Signature:

Images and any other figurative representation of the products included within this offer are indicative only and may contain inaccuracies. For more precise details on each product, please refer to single descriptions.



MANDATORY MINIMUM REQUIREMENTS FOR DELIVERY, INSTALLATION AND SECURING OF THE PRODUCTS

The following are the **Mandatory Minimum Requirements** that must be met for each product to allow Technogym's qualified technicians to proceed with delivery, installation, and, where required, securing.

These **Mandatory Minimum Requirements** aim to ensure the safety of end users and prevent damage to the property, the equipment, and/or persons. As a result, failing to meet even one of these requirements allows Technogym to immediately suspend delivery, installation, and/or securing activities and to return the products to the nearest warehouse to the delivery address. Any costs incurred by Technogym's suspension of activities due to non-compliance with these requirements will be entirely the customer's responsibility.

▪ **MINIMUM CEILING HEIGHT**

▪ *Recommended minimum ceiling height for the following products.*

CHIN UP LEG RAISE DIP – 2.75m - (108") *	OLYMPIC HALF RACK – 2.7m (106")	CABLE CROSSOVER – 2.7m (106")
DUAL ADJUSTABLE PULLEY – 2.65m (104")	KNEELING EASY CHIN DIP – 2.75m (108")	POWER PERSONAL – 2.55m (100")
OLYMPIC POWER RACK – 2.8m (110")		CABLE STATIONS 5 and higher – 2.75m (108")
UNIVERSE – 2.8m (110") (-3.3m (130") with A0001457, MPG4*, MPG6*, MPG9*, MPGA*, MPH6*)	SKILLUP-2.38m (94")	
PURE STRENGTH RIGS (LOW) – 3m (118") (-3.3m (130") with A0001756)	PURE STRENGTH RIGS (HIGH and HIGH-LOW) – 4m (158")	

For the products listed below, the minimum ceiling height required for use by a person 1.80m (71") tall is:

RUN – 2.45m (96")	SYNCHRO – 2.4m (94")	STEP – 2.45m (96")
VARIO – 2.45m (96")	CLIMB – 2.9m (114")	CROSSOVER – 2.35m (93")

** Includes an additional 30 cm to allows proper usage*

INSTALLATION ACCESS

*For the following **large products**, a pre-installation site survey is required to assess delivery access routes, including doorways, hallways, stairways, and other potential obstacles. This survey will be properly arranged to determine the feasibility of transportation and installation:*

DUAL ADJUSTABLE PULLEY; VARIO; ARTIS SYNCHRO; CABLE TOWER; CABLE STATIONS; LEG PRESS SELECTION/ARTIS/BIOSTRENGTH/BIOCIRCUIT; KINESIS PERSONAL; KINESIS ONE; UNIVERSE; PURE STRENGTH RIGS

OPERATING SPACES AND DIMENSIONS

SKILLMILL, SKILLRUN, ALL TREADMILLS – 2 meters (79") behind each treadmill (in accordance with general product safety standards ISO 20957-1:2013 & UNI EN 957-6:2014)

KINESIS ONE, KINESIS CLASS – 2 m. (79")

KINESIS STATIONS – from 1 to 1.6 meters. (39" to 63")

UNIVERSE - from 0.6 to 2 m (24" to 79")

SKILLUP: 0.6 m (24"); front: 0.6 m (24"); rear 1.2 m (47")

ADJUSTABLE PULLEY REV- 0.6 m (24")

PURE STRENGTH RIGS: from 0.6 (24") m to 2.6 m (102")

▪ **OTHER INSTALLATION REQUIREMENTS:**

LIFTING PLATFORMS – Products must be installed exclusively on firm, level surfaces. Do not install on soft, unstable, or suspended flooring.

PRODUCT WEIGHTS: The customer is responsible for confirming that floors and structural slabs can support the equipment load. We recommend consulting a qualified structural engineer who can evaluate the flooring's load capacity based on the equipment weights, including dynamic forces generated during use. This structural assessment must be completed before Technogym can proceed with the delivery and installation of the equipment.

Technogym is not liable for personal injury or property/equipment damage caused by incorrect installation when performed by the customer's own technicians rather than in accordance with the user manual, assembly instructions, safety information, and safety labels affixed to the product. Liability is also disclaimed when safety stickers/labels have been removed by the customer or left unreplaced following wear, damage, or detachment during operation.

Place and Date:	Name and title:	Signature:
_____	_____	_____

SECURING REQUIREMENTS

In addition to the General Conditions of Sale included with the offer document, the specific nature of the “Product” requires that it “may only be operated after proper installation using designated anchor points” and full compliance with all conditions specified in the accompanying installation instructions.

User safety and prevention of property/equipment damage or personal injury from our products is Technogym's top priority. Therefore, the Products listed in this document must be secured to solid, level surfaces (floor and/or wall) to ensure stability and prevent oscillation or tipping.

For anchor type selection, load specifications, and installation requirements, we recommend consulting the anchoring system manufacturer (HILTI or FISCHER).

Regarding proper Product anchoring, you acknowledge and accept full responsibility for:

- (i) **Confirming the existence of Mandatory Minimum Requirements, preferably through a qualified Contractor:**
 - Suitability, preparation, and availability of the installation premises
 - Compliance with applicable regulations, permits, and local/regional building codes
 - Adherence to required anchor load-bearing capacity parameters
- (ii) **Ensuring the installation premises possess (or will possess at installation) the following mandatory characteristics (mark required fields with an X):**

Minimum pull force that every single anchor point must be able to withstand when fixed to the floor:

See loads prescribed for each product in **Annex 1**

Minimum pull force that every single anchor point must be able to withstand when fixed to the wall:

See loads prescribed for each product in **Annex 1** (where applicable for the product):

No installations near the anchor drilling points

Floor type

Rigid floor Floating Floor: Technical rubber flooring

By signing this document, you acknowledge that you understand the technical requirements of the Mandatory Minimum Requirements and that you have completed or will complete—either personally or through a qualified contractor—all necessary inspections to verify compliance.

You agree to ensure that the installation premises meet all Mandatory Minimum Requirements by the delivery and installation date established with Technogym. Failure to meet these requirements will result in Technogym's right to suspend or postpone contract performance, including delivery, installation, and commissioning. All suspended deliveries due to non-compliance with Mandatory Minimum Requirements or circumstances beyond Technogym's control will be postponed to the earliest available date assigned by Technogym, in accordance with the general terms and conditions of purchase signed by you or your authorized purchasing representative

In situations where installation cannot be completed once initiated, Technogym reserves the right to evaluate each case individually, considering the risks to the safety and integrity of people and premises, and in an absolutely exceptional way, Technogym may leave the Product at the customer location in an UNSECURED condition, clearly marked as "OUT OF SERVICE – DO NOT USE." This condition cannot last more than 24 hours. Otherwise, Technogym will remove the unsecured products in full at your expense and undertakes to complete the service as soon as the conditions of the site allow it. It will be your responsibility to ensure that the “OUT OF SERVICE – DO NOT USE” product is not used until the Product has been fully and correctly secured in accordance with the stated fastening requirements.

By executing this document, you agree to indemnify and hold Technogym harmless from any personal injury, property damage, or defects resulting from failure to meet Mandatory Minimum Requirements, unauthorized tampering or relocation of Products, modifications or adaptations made without Technogym's written authorization, maintenance or technical service performed by unauthorized parties, negligence, improper use, or general non-compliance with user manual specifications regarding Product use, operation, and maintenance.



Finally, your signature below constitutes a declaration and warranty that you possess the authority to enter into legally binding commitments on behalf of the Customer.

Place and Date:	Name and title:	Signature:
_____	_____	_____



ANNEX 1

Line	Equipment	Code	Secure to FLOOR		Secure to WALL	
			Minimum pull force that every single anchor point must be able to withstand	NR of fixing points	Minimum pull force that every single anchor point must be able to withstand	NR of fixing points
Universe	Half Rack	MPD	650 kg (1,433 lbs)	4	90 kg (198 lbs) (wall sets)	8
	Dap	MPC	650 kg (1,433 lbs)	2	90 kg (198 lbs) (wall sets)	8
	Standard column	A0001360	650 kg (1,433 lbs)	4	90 kg (198 lbs) (wall sets)	6
	Flywheel column	A0001361	650 kg (1,433 lbs)	4	90 kg (198 lbs) (wall sets)	6
	Standard column	A0001464	650 kg (1,433 lbs)	4	90 kg (198 lbs) (wall sets)	6
	Flywheel column	A0001466	650 kg (1,433 lbs)	4	90 kg (198 lbs) (wall sets)	6
	Upper wall set	A0001363			90 kg (198 lbs)	4
	Lower wall set	A0001365			90 kg (198 lbs)	2
	Wall 1Storage Frame Floor / Wall fix	MP120F / MP120W	650 kg (1,433 lbs)	4/column	90 kg (198 lbs)	6 / column
	Wall 1 virtual Frame Floor / Wall fix	MP130F / MP130W	650 kg (1,433 lbs)	4/column	90 kg (198 lbs)	6 / column
	Wall DAP Frame Floor / Wall fix	MP240F / MP240W	650 kg (1,433 lbs)	4/column	90 kg (198 lbs)	6 / column
	Ma8	MP250F / MP250W	650 kg (1,433 lbs)	4/column	90 kg (198 lbs)	6 / column
	Wall 3 rig Frame Floor / Wall fix	MP310F / MP310W	650 kg (1,433 lbs)	4/column	90 kg (198 lbs)	6 / column
	Wall 3 Storage Frame Floor / Wall fix	MP320F / MP320W	650 kg (1,433 lbs)	4/column	90 kg (198 lbs)	6 / column
	Wall 3 DAP Frame Floor / Wall fix	MP340F / MP340W	650 kg (1,433 lbs)	4/column	90 kg (198 lbs)	6 / column
	Wall 3 DAP virtual Frame Floor / Wall fix	MP350F / MP350W	650 kg (1,433 lbs)	4/column	90 kg (198 lbs)	6 / column
	Wall 4 DAP Frame Floor / Wall fix	MP440F / MP440W	650 kg (1,433 lbs)	4/column	90 kg (198 lbs)	6 / column
	Wall 4 circuit Frame Floor / Wall fix	MP460F / MP460W	650 kg (1,433 lbs)	4/column	90 kg (198 lbs)	6 / column
	Wall 6 circuit Frame Floor / Wall fix	MP660F / MP660W	650 kg (1,433 lbs)	4/column	90 kg (198 lbs)	6 / column
	Wall 6 double rack Frame Floor / Wall fix	MP670F / MP670W	650 kg (1,433 lbs)	4/column	90 kg (198 lbs)	6 / column



			Secure to FLOOR		Secure to WALL	
Line	Equipment	Code	Minimum pull force that every single anchor point must be able to withstand	NR of fixing points	Minimum pull force that every single anchor point must be able to withstand	NR of fixing points
Biostrength REV	Adjustable Pulley	MM97/MM98	300 kg	4	150 kg	4
Personal	Personal Kinesis – brick/concrete wall	MD051/MD052/MD053			10 Kg	6
Personal	Personal Kinesis – plasterboard wall	MD051/MD052/MD053			10 Kg	18
Personal	Personal Rack upgrade kit (wall secure)	A0000874			150 kg	4
MyTools	Storage Rope Wall	A0000978			50 Kg	2
MyTools	Storage Stick Wall	A0000979			50 Kg	2
MyTools	Storage Mat	A0000986			50 Kg	2
MyTools	Storage Bumper	A0001014-B	150 kg	4		
MyTools	Storage Kit	A0001014-K	150 kg	4		
MyTools	Storage Universal	A0001014-U	150 kg	4		
Cable Stations	Dual Adjustable Pulley	MB43/MB44	300 kg	2		
Cable Stations	Cable Tower	MB89 / MQ0F	300 kg	4		
Cable Stations	Adjustable Cable Tower	MQ0G	300 kg	4		
Cable Stations	Ercolina	MB80 / MQ0A	300 kg	3	150 kg	2
Cable Stations	Ercolina Rehab	MB90 / MQ0B	300 kg	3	150 kg	2
Cable Stations	Ercolina MED	MB92	300 kg	3	150 kg	2
Cable Stations	New Crossover Cables	MB93 / MQ0C	300 kg	6		
Skill	Skillup (Wall)	DJA			90 kg	8



Line	Equipment	Code	Secure to FLOOR		Secure to WALL	
			Minimum pull force that every single anchor point must be able to withstand	NR of fixing points	Minimum pull force that every single anchor point must be able to withstand	NR of fixing points
Pure Strength Rigs	Wall Low Rig One Bay - Deep	MR010	300 kg (662 lbs)	4/column	150 kg (331 lbs)	4/column
	Wall Low Rig One Bay - Compact	MR020	300 kg (662 lbs)	4/column	150 kg (331 lbs)	4/column
	Wall Low Rig Two Bay - Deep	MR030	300 kg (662 lbs)	4/column	150 kg (331 lbs)	4/column
	Wall Low Rig Two Bay - Compact	MR040	300 kg (662 lbs)	4/column	150 kg (331 lbs)	4/column
	Wall Low Rig Three Bay - Deep	MR050	300 kg (662 lbs)	4/column	150 kg (331 lbs)	4/column
	Wall Low Rig Three Bay - Compact	MR060	300 kg (662 lbs)	4/column	150 kg (331 lbs)	4/column
	Wall Low Rig Four Bay - Deep	MR070	300 kg (662 lbs)	4/column	150 kg (331 lbs)	4/column
	Wall Low Rig Four Bay - Compact	MR080	300 kg (662 lbs)	4/column	150 kg (331 lbs)	4/column
	Wall High Rig One Bay - Deep	MR090	300 kg (662 lbs)	4/column	150 kg (331 lbs)	4/column
	Wall High Rig One Bay - Compact	MR100	300 kg (662 lbs)	4/column	150 kg (331 lbs)	4/column
	Wall High-Low Rig One Bay - Deep	MR110	300 kg (662 lbs)	4/column	150 kg (331 lbs)	4/column
	Wall High-Low Rig One Bay - Compact	MR120	300 kg (662 lbs)	4/column	150 kg (331 lbs)	4/column
	Wall High-Low Rig Two Bay - Deep	MR130	300 kg (662 lbs)	4/column	150 kg (331 lbs)	4/column
	Wall High-Low Rig Two Bay - Compact	MR140	300 kg (662 lbs)	4/column	150 kg (331 lbs)	4/column
	Wall High-Low Rig Three Bay - Deep	MR150	300 kg (662 lbs)	4/column	150 kg (331 lbs)	4/column
	Wall High-Low Rig Three Bay - Compact	MR160	300 kg (662 lbs)	4/column	150 kg (331 lbs)	4/column
	Wall High-Low One Bay - Deep Ext.	MR170	300 kg (662 lbs)	4/column	150 kg (331 lbs)	4/column
	Wall High-Low Rig One - Compact Ext.	MR180	300 kg (662 lbs)	4/column	150 kg (331 lbs)	4/column
	Floor Low Rig Two Bay - Deep	MR190	300 kg (662 lbs)	4/column		
	Floor Low Rig Four Bay - Deep	MR200	300 kg (662 lbs)	4/column		
	Floor Low Rig Six Bay - Deep	MR210	300 kg (662 lbs)	4/column		
	Floor High Rig Two Bay - Deep	MR220	300 kg (662 lbs)	4/column		
	Floor High Rig Four Bay - Deep	MR230	300 kg (662 lbs)	4/column		
	Floor High-Low Rig Two Bay - Deep	MR240	300 kg (662 lbs)	4/column		
	Floor High-Low Rig Four Bay - Deep	MR250	300 kg (662 lbs)	4/column		
	Floor High-Low Rig Six Bay - Deep	MR260	300 kg (662 lbs)	4/column		
	Floor Low Rig Two Bay - Compact	MR270	300 kg (662 lbs)	4/column		
	Floor Low Rig Three Bay - Compact	MR280	300 kg (662 lbs)	4/column		



REQUIREMENTS AND GUIDELINES FOR THE CUSTOMER RELATED TO IT INFRASTRUCTURE *

▪ **GENERAL REQUIREMENTS**

1. Use a **dedicated** Internet connection for Technogym equipment
2. Where possible, connect Technogym equipment preferably **via cable**
3. **Do not use proxy servers** to connect Technogym equipment
4. Where possible, use the **DHCP** method for IP address assignment.
5. Install the Wi-Fi access point in the **same room** as the equipment.
6. **Do not disable the DNS name list** provided by Technogym.
7. **Installation and configuration of the network infrastructure (cables), of the network hardware (Switch, Router, firewall) and any wireless network are at the expense of the customer.**

▪ **LIVE EXCITE/ARTIS/PERSONAL, SKILLRUN, MYWELLNESS KIOSK AND TECHNOGYM CHECKUP**

1. Supported Wi-Fi standards: IEEE 802.11a/b/g/n - 2.4 GHz and 5 GHz
2. LIVE with 10-inch display are compatible only with Wi-Fi networks, with Wireless standards IEEE 802.11 a/b/g/n - 2.4GHz, 5 GHz
3. Internet bandwidth of at least 10 Mbps for streaming video content

▪ **TECHNOGYM BIKE/TECHNOGYM RIDE/TECHNOGYM RUN**

1. TECHNOGYM BIKE, TECHNOGYM RIDE and TECHNOGYM RUN only support Wi-Fi networks and require a bandwidth of at least 10 Mbps for streaming video content.
2. Supported Wi-Fi standards: IEEE 802.11a/b/g/n - 2.4 GHz and 5 GHz

▪ **GROUP CYCLE, SKILLROW, SKILLMILL, SKILLUP**

1. They are only compatible with Wi-Fi networks and with the Wireless standards IEEE 802.11 b/g/n - 2.4GHz (SKILLMILL is also compatible with 5 GHz)

▪ **UNITY MINI**

1. UNITY MINI only supports Wi-Fi networks.
2. Supported Wi-Fi standards: IEEE 802.11a/b/g/n - 2.4 GHz and 5 GHz

▪ **TEAMBATS/SKILLX/SKILLRUN BOOTCAMP**

1. We recommend connecting the MYWELLNESS KIOSK to the Internet via cable.
2. All the equipment and the MYWELLNESS KIOSK station must be connected to the same network (subnet).
3. Create a dedicated network for each format

▪ **GROUP CYCLE CLASS/SKILLROW CLASS**

1. We recommend connecting the MYWELLNESS KIOSK to the Internet via cable.
2. MYWELLNESS KIOSK must have a STATIC IP address.
3. GROUP CYCLE, SKILLROW are only compatible with Wi-Fi networks and with the Wireless standards IEEE 802.11 b/g/n - 2.4GHz.
4. All the equipment and the MYWELLNESS KIOSK station must be connected to the same network (subnet).
5. Create a dedicated network for each format

▪ **SKILLRUN CLASS**

1. We strongly recommend using a completely wired network both for connecting the machines and the MYWELLNESS KIOSK. If a wired network is not possible, you must always ensure that MYWELLNESS KIOSK is connected via Ethernet cable and that the rest of the machines are connected in Wireless mode in compliance with the requirements of point 2.
2. In the case of machines connected in wireless mode, the supported Wi-Fi Standards are: IEEE 802.11a/b/g/n - 2.4 GHz and 5 GHz. The use of a single dedicated professional Access Point for each SKILLRUN CLASS, a unique and non-hidden SSID (Service Set Identifier), is mandatory;
3. MYWELLNESS KIOSK must have a STATIC IP address.
4. Internet bandwidth of at least 10 Mbps for streaming video content.
5. Create a dedicated network for MYWELLNESS KIOSK and the SKILLRUN machines.

▪ **BIOCIRCUIT/BIOSTRENGTH/BIOSTRENGTH REV**

For the correct operation of BIOCIRCUIT/BIOSTRENGTH/BIOSTRENGTH REV it is essential to install a data network that complies with these requirements:

1. We strongly recommend using a completely wired network both for connecting the machines and the MYWELLNESS KIOSK BIOCIRCUIT. If a wired network is not possible, you must always ensure that MYWELLNESS KIOSK is connected via Ethernet cable and that the rest of the machines are connected in Wireless mode in compliance with the requirements of point 3.
2. The Biocircuit data network must be a dedicated one. A dedicated data network means that only the machines and the MYWELLNESS KIOSK of the circuit are connected to the network devices (dedicated switch, isolated IP class, possible dedicated Access Point).
3. In the case of machines connected in wireless mode, the supported Wi-Fi Standards are: IEEE 802.11a/b/g/n - 2.4 GHz and 5 GHz (recommended). The use of a single dedicated professional Access Point for each BIOCIRCUIT/BIOSTRENGTH/BIOSTRENGTH REV, a unique and non-hidden SSID (Service Set Identifier), is mandatory.

POWER LINE REQUIREMENTS*

TECHNOGYM EQUIPMENT	AUTOMATIC SWITCHES	
	110 V	220 V
UNITY SELF / MYWELLNESS KIOSK	C10	C10
LEG PRESS BIOSTRENGTH – LEG PRESS BIOSTRENGTH REV	D20	D10 or D16
BIOSTRENGTH (except LEG PRESS) and BIOSTRENGTH REV (except LEG PRESS)	D10 for every two BIOSTRENGTH items of equipment	D10 for every two BIOSTRENGTH items of equipment
TECHNOGYM BIKE/TECHNOGYM RIDE	1 C10 for max 3 items of equipment	1 C10 for max 3 items of equipment
STRENGTH WITH UNITY MINI	C10	C10
GROUP CYCLE/SKILLMILL/SKILLROW/SKILLUP	C10	C10
LINES EXCITE LIVE/ARTIS/PERSONAL (except RUN EXCITE LIVE, RUN ARTIS, RUN PERSONAL)	1 C10 for max 3 items of equipment	1 C10 for max 3 items of equipment
RUN EXCITE LIVE/RUN ARTIS/RUN PERSONAL/TECHNOGYM RUN/SKILLRUN	C20 for each Run	C16 for each Run

*** FOR FURTHER TECHNICAL DETAILS CONTACT TECHNOGYM TECHNICAL ASSISTANCE AT: 800707070**



GENERAL TERMS & CONDITIONS FOR SALES OF PRODUCTS AND PROVISION OF SERVICES

1. AGREEMENT, DEFINITIONS:

Unless a written agreement is executed between any customer ("Customer") and TECHNOGYM USA CORP. (directly or through any of its Affiliates) ("Seller" or "Technogym"), any purchase order covering the sale of the goods manufactured and/or commercialized by the Seller ("Goods") as described in the relevant purchase order to which these General Conditions are attached, and identified by the Technogym® trademark and/or by the other trademarks owned by the Seller or by its Affiliates ("Trademarks") will be governed solely by these General Terms & Conditions ("Condition of Sale"). These Condition of Sale will replace in full the general terms & conditions of purchase issued by the Customer, even if not expressly objected to by Technogym, and will govern any future sale of Goods between the Seller and the Customer, even if concluded orally, by letter, by means of other printed forms or otherwise. Any and all amendments of these Condition of Sale shall result from a written agreement between the Seller and the Customer, duly signed. The description of Goods can be found in the Technogym® catalogue in force at the day of issuance of the purchase order. In case of inconsistency, these Condition of Sale will prevail on the provisions provided by the purchase order and/or on any other document that may be issued by the Customer. For the purpose hereof, "Affiliates" shall mean parents, subsidiaries, partnership, joint ventures and any entity(ies) that directly or indirectly controls or is controlled by a party or which a party shares common control. A party "controls" another entity when the party, through ownership of the voting stock or other ownership interest of that entity, or by contract or otherwise, has the power to direct its management.

2. GOODS

Good(s) may be:

- (i) new equipment for physical activities and wellness lifestyle bearing one of the Trademarks;
- (ii) used equipment for physical activities and wellness lifestyle refurbished by Technogym ("Technogym Refurbished");
- (iii) hardware products manufactured by third parties and sold by the Seller;
- (iv) spare parts of the Goods sold by the Seller;
- (v) any other good or service provided by the Seller.

Such Goods shall be identified in the relevant purchase order and in the order confirmation issued by the Seller. The Customer acknowledges and accepts that the Goods may have an internet connection and may transfer automatically their data to a database managed by the Seller through a software for the Equipment Asset Management ("EAM"). The deactivation of the EAM may be charged to the Customer. In case the Goods identified in the purchase order are (a) a complete software or a software update, or the provision of web services supplied by the Seller or (b) the provision of services supplied by the Seller through its subcontractors, the agreement between the Seller and the Customer may also be governed (i) by any terms and conditions of subscription or license, or (ii) by any terms and conditions of services which the Seller shall propose to the Customer for acceptance at the time of the issuance of the purchase order and that form substantial and integral part of these Condition of Sale. In case of any inconsistency between these Condition of Sale and any other Seller's contractual document, the latter shall prevail only with reference to the software products, web-based services and any other service supplied by the Seller.

3. PURCHASE ORDER

The purchase order ("Purchase Order") that the Customer may send to the Seller shall constitute a binding proposal for a period of 6 (six) months starting from the date of receipt by the Seller of such Purchase Order. Within such period, the Seller shall have the right to accept said proposal by sending a written order confirmation ("Order Confirmation") or refuse, including the date of delivery of Goods ("Confirmed Delivery Date"). The contract shall be deemed to be executed even without the issuance of the Order Confirmation by the Seller, through the execution of the Purchase Order by means of delivery of the Goods to the Customer, or to the carrier possibly appointed, within the same period of 6 (six) months.

In the event that the Order Confirmation is not consistent with the Purchase Order, for what concerns elements other than object, quantity, price and Goods return terms, it shall be deemed as accepted by the Customer if the Customer does not notify in writing a claim to the Seller within the 8 (eight) days following the delivery of the Order Confirmation.

The Customer shall have the right to request a total or partial variation of the Goods under the Purchase Order no later than 24 (twenty-four) hours from receipt of the Order Confirmation. Once this term is expired, the Purchase Order shall no longer be modifiable, unless agreed in writing between the parties. The Seller reserves the right to accept or refuse the request for modification received from the Customer within the above term by sending the relative written confirmation.

4. RIGHT TO SUSPEND THE ORDER EXECUTION. TERMINATION

The Seller reserves the right (a) to suspend or cancel the execution of the Purchase Order, even if already confirmed by the Seller, or (b) to deliver the Goods to the Customer only upon receipt of the full advance payment of the price and of any other amount which might be due by the Customer to the Seller or upon the issuance and provision of appropriate guarantees, in case of (i) non-fulfilment or delays by the Customer, regarding both previous orders and those under execution, or (ii) changes regarding the person/legal entity of the Customer, its structure or in case of change of control, its financial situation or its reputation, as well as in case of protesting of bills, pending executive proceedings and preliminary injunctions, suspensions, difficulties or delays in the fulfilment of its obligations towards third parties; and (iii) in case the Customer become insolvent, files a petition of bankruptcy, or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganisation or assignment for the benefit of creditors. All deliveries of Goods suspended for the above-mentioned reasons and/or subject to the conditions indicated above shall be postponed to the first available date as determined by the Seller at its sole and exclusive discretion. Should the situation which caused the suspension last more than 3 (three) months, the Seller shall have the right to fully or partially terminate the agreement.

5. RETENTION OF TITLE

Notwithstanding the provision of the following art. 6, with reference to the delivery and transfer of risks, the Goods shall remain property of the Seller until full payment of any amount due by the Customer under the Purchase Order, including any default interest and any expense incurred by the Seller for the recovery of the credit. The Customer undertakes to notify the Seller any action for the repossession of the Goods eventually requested by any third party on the Goods not fully paid by the Customer. Such notice shall be executed in due time in order to allow the Seller to take action against any third party, without any prejudice to the Customer's liability in case of actions by the third party which may affect the Seller's rights.

Should the Customer be subject to any insolvency proceedings, the Customer undertakes to allow the Seller to get back the Goods without any prior notice and undertakes to allow the Seller to access its warehouses, bearing all the expenses related to the collection of the Goods.

The Customer shall refrain from engaging in any activity or behaviour that could prevent the Seller from identifying and recovering the property on the Goods as a consequence of the provisions of this article on the retention of title and shall enter into all the necessary insurance policies to hold the Seller indemnified against any possible damage to the Goods or to third parties.

6. FREIGHT AND INSTALLATION OF GOODS

The Goods shall be delivered by the Seller on "Ex Works" (Incoterms 2020) basis at the Seller's warehouse. Notwithstanding the "Incoterms 2020" rules, the freight and installation may be organised by the Seller, but at the Customer's expenses, without prejudice for any other Incoterm 2020 rule concerning the "Ex Works" term and, thus, the Customer shall bear all the costs and risks of loss or damage to the Goods, from the moment in which the Seller made the Goods available to the carrier at its premises, without any obligation for the Seller to load the Goods on the vehicle.

Freight and installation are intended only for the USA territory only. For freight and installation to be performed outside the above-mentioned territories, the Parties shall enter into specific written agreements. It is understood that the freight and installation additional costs, not calculated in the Order Confirmation, if necessary for deliveries to be made in extra-urban and/or not easily accessible areas, or during non-working time and days, shall be communicated to the Customer and shall remain at the Customer's sole charge.

The Seller may, freely and without exception, use subcontractors for the performance of the delivery service and freight and/or installation services and/or of any other service described in the Purchase Order.

7. DELIVERY TERMS

The delivery terms specified in the Purchase Order, in the Order Confirmation, or anywhere else, must be considered merely indicative and not essential. The Seller, thus, has the right to reasonably anticipate or postpone the Confirmed Delivery Date of the Goods, in full or in part, and such anticipation or postponement cannot be considered as a cause for the termination of the agreement by the Customer, nor the right to claim any compensation, restoration or damages, or a cause for claiming the liability of the Seller, unless the anticipation or postponement of the Confirmed Delivery Date is higher than 4 (four) weeks. In such latter case, should the Customer notify in writing not to be interested any more in the purchase, the Seller shall not deliver the Goods and it shall pay back the down payment paid by the Customer to the Seller.



Without prejudice to Article 3 above, if on the Confirmed Delivery Date Customer is unable to receive the Goods due to unavailability of its premises or for any reasons beyond Seller's control, resulting in Seller's inability to make the immediate installation of the Goods, Customer shall indicate to Seller a location where the purchased Goods may, however, be delivered. In this case, installation of the said Goods may take place on a date subsequent to the delivery date, to be agreed with Seller, without prejudice to the application of Article 9 of these Conditions of Sale. The Seller shall have the right to charge any transport costs from the location where Goods have been delivered and the final destination to the Customer.

The Customer may request to postpone the Confirmed Delivery Date by informing the Seller in writing about the new delivery date subject to the condition that such request is made: as for orders to be delivered in Europe, at least 6 (six) weeks before the Confirmed Delivery Date; as for orders to be delivered outside Europe, at least 12 (twelve) weeks before the Confirmed Delivery Date. The delivery can be postponed only once and up to a maximum of 4 (four) months from the original Confirmed Delivery Date. For the first 4 (four) weeks of delay running from the Confirmed Delivery Date, it shall not be applied any sanction against the Customer (the "Grace Period"). Any delay(s) subsequent to the Grace Period shall be treated as follows: (a) if the delay is between 4 (four) and 16 (sixteen) weeks from the Confirmed Delivery Date, the Seller reserves the right to apply a delay liquidated damage equal to 0.5% (zero point five per cent) of the overall amount of the Purchase Order for each week of postponement of the delivery (except for the Grace Period); (b) if the delay is equal to 16 (sixteen) weeks from the Confirmed Delivery Date, the Seller reserves the right to (i) deliver Goods to the warehouse communicated by the Customer and invoice the relevant cost or (ii) cancel the Purchase Order and retain the down payment. In case no down-payment has been paid by the Customer, the latter shall pay an amount equal to 20% (twenty per cent) of overall amount of the Purchase Order as cancellation fee, with no right to claim for damages.

Should a new price list be announced between the Order Confirmation and the delivery date, the new price list shall be applied only after 6 (six) months for delivery in Europe and 8 (eight) months for delivery overseas running from the date of the Order Confirmation.

8. FORCE MAJEURE EVENT

The Seller shall not be liable for any failure to meet its obligations, including delays in the delivery, beyond its reasonable control including, but not limited to: government embargoes or any other government acts that interfere with performance, seizure or freeze of assets, delays or refusal to grant an export license or the suspension or revocation thereof, wars, natural disasters, lockouts, shortages of raw materials or electricity, mechanical breakdowns, interruption of rail services, shortages of road or rail transport vehicles and other disturbances in the company's operations, non-fulfillments by third parties of their obligations, strikes, public policy measures, epidemic and/or pandemic. The due date of any performance affected by such an event will be extended by the period of time the Seller is actually delayed and shall not give rise to compensation for damages or to termination, even partial, of the agreement. If the inability to perform continues for more than ninety (90) calendar days, either party may terminate the agreement and cancel the relevant Purchase Order by providing written notice to the other party.

9. LIMITED WARRANTY

The warranty of the Seller is limited to the replacement or repair, at the Seller's sole discretion, of the parts of the Goods that may be affected by original defects, either physical or related to the manufacture, and the Customer, for this reason, waives any claim for the termination of the agreement or for a price reduction.

The Goods are covered by a warranty of 12 (twelve) months from the Confirmed Delivery Date and by a further conventional warranty period of additional 12 (twelve) months (i.e. second year starting from the Confirmed Delivery Date), during which calls for assistance by Customer will be charged for a fixed fee including labour and travel costs, being the spare parts free of charge, with the sole exception of the parts subject to wear and tear (such as - but not limited to - treadmill rubber and tapes). The Seller will not be liable under this warranty if Goods have been exposed or subjected to any: (i) installation by unauthorized third parties, (ii) positioning of the Goods in outdoor locations or in humid areas, (iii) refusal of returning Goods and/or spare parts of the components of the replaced Goods, and (iv) defects, damages and flews deriving from improper usage and/or maintenance and/or not in compliance with the instructions given in the handbook or installation guide or any other instructions delivered to the Customer with Goods and including the instructions for the right use and maintenance. This provision applies also in case of installation of the Goods executed by the Customer itself, or by third parties not previously authorized by the Seller.

Any intervention performed under the warranty shall be performed by the Seller only within the United States territory and shall be limited to the restoration of the functioning of the Goods including the replacement, free of charge, of any defective parts of the Goods, unless the Seller, at its own discretion, deems more appropriate the integral replacement of the Good. In any case, the Seller represents and warrants that it will perform the interventions under the warranty for Goods located outside the territory of United States charging the related costs (including shipping charges, duties, taxes and any other charge) to the Customer, with an advanced reimbursement obligation on the Customer. The Seller represents and warrants the conformity of the Goods to any mandatory security standard provided for by any applicable law and regulation in force in the United States. The handbook related to the instructions for the use and installation of the Goods may be supplied by the Seller on any electronic or computer device; in such case, the Customer may also request, free of charge, a paper copy of the above-mentioned handbook, by sending a written request to the Seller's Customer Service.

With regard to the Technogym™ Refurbished Goods sub Article 2 (ii), the Seller furthermore represents that they comply with the laws in force in the year of manufacture of such Goods, regardless of the date of re-introduction in the market as a used product. The warranty for the Technogym™ Refurbished Goods is 18 (eighteen) months starting from the Confirmed Delivery Date, being understood that starting from the thirteenth month, any travel and labour costs will be borne by the Customer and the assistance calls will be charged for a fixed call fee. The Seller, moreover, declares that the "Home" and "Consumer" Goods were conceived so as to limit their weight and amount of space, guaranteeing at the same time easy handling and use, so as to make its positioning easier, as well as its use within domestic environments and its management with a non-intense use (the use of the above Goods in hotels, private houses and corporate shall not be considered intense); for these reasons the warranty of such Goods is not valid if they are used within fitness centers, or anyway used for a professional purpose.

In case of failure of payment by the Customer of the price of the Goods, the Seller may refuse the performance of the conventional warranties, the performance of which has been requested by the Customer, and in such cases, the supply of any spare parts may take place only upon full advance payment by the Customer or by mean of cash on delivery.

Should the Customer require an intervention which is later found not to be justified by a real functioning issue of the Goods, or anyway by a problem which is not caused by the Seller, the Seller shall have the right to charge the Customer with the costs of the call, even if the Good is covered by the warranty.

With regard to spare parts which are produced by the Seller, the warranty given by the Seller is valid for 12 (twelve) months from the Confirmed Delivery Date. With regard to spare parts produced by third parties, and only commercialized by the Seller, the warranty shall be given by the manufacturer itself of such Goods and it shall be the one provided and described in the documents associated with such Goods.

10. COMPLAINTS. LIMITATION PERIOD AND PROHIBITION OF COMPENSATION

Any claim for defects, failures, flews of the Goods shall be communicated within 8 (eight) calendar days from the delivery of the Goods, subject to the limitation period, by registered letter with return receipt and/or communication to be sent by certified e-mail to the address: (technogym.amministrazione@legalmail.it). The existence of pending claim cannot justify any delay or suspension, in full or partially, of any due payment. The Customer shall not be entitled to make a claim to the Seller for the compensation of whatsoever credit that it may have towards the Seller.

11. PRICE AND PAYMENTS TERMS

The price of the Goods is the one indicated in the Order Confirmation ("Price").

The Price shall be paid by the Customer according to the following payment terms: (i) down-payment equal to 20% (twenty per cent) of the Price upon confirmation of the Purchase Order; (ii) the remaining part of the Price by the Confirmed Delivery Date of the Goods, regardless of the date of installation of the Goods at the premises indicated by the Customer, including the case provided for in Article 6 above. In case of non-fulfilment of its obligations by the Customer, the Seller retains the down payment as a compensation for damages. Should the down payment not be made by the Customer, the Seller shall have the right to consider the Purchase Order as null and void.

All the payments must be made without set-off, counterclaim, withholding or other deduction.

All payments shall be made by the Customer only by bank transfer to the following bank:

Bank Data



General Bank Reference Address:	JPMorgan Chase New York, NY 10017
Bank Routing Number:	021000021
Account Number:	593828616
Account Name:	Technogym USA Corp
SWIFT Code:	CHASUS33

In order to avoid any attempt of fraud by third parties, in no case will the Customer be requested to pay the Price to a bank account other than those indicated above. In the light of the foregoing, the Customer who makes payment through a bank account other than those indicated above shall not be released from payment of the Price to the Seller.

In case of delay of payment or non-fulfilment of the payment of even one instalment of the price, interests of delay shall apply, in the Euribor rate of three months/365, increased of 6 (six per cent) percentage points, or the highest interest rate applicable according to law, without prejudice to any greater damage that may be suffered by the Seller. The Seller, in such case, shall have the right to accelerate all the remaining payments scheduled and declare the total outstanding balance then due and owing and/or terminate the agreement within the limits provided by law, without prejudice for the compensation of any further damage.

The Goods may be equipped with a software allowing the Seller to prevent their usage in case of delayed or failed payment of the price by the Customer, so as to safeguard the retention of title provided by Article 5. In case of payment of the Price through instalments paid by credit card, through payment networks and methods expressly authorised by the Seller, the Customer shall, as an essential condition, fill in and sign a specific form which shall be made available by the Seller. In case of failure to do so, the Seller shall consider the Purchase Order as ineffective. The failure of the Customer to pay the Price (even only one instalment), or the failure to pay the part of the Price due after the delivery of the Goods, shall allow the Seller to prevent the use of the Goods through the activation of the software or to request the immediate return of the Goods and/or to suspend the performance of services until the receipt of the payment due (including interests for the delay and the expenses incurred by the Seller for the recovery of the credit). No claim for compensation based on the assumption of the impossibility to use the Goods due to the interruption of the use and/or suspension of the supply of the services may be carried out by the Customer.

In case of financial leasing, the Purchase Order of the financial leasing company shall be sent to the Seller at least 15 (fifteen) days before the expected date for the delivery of the Goods, together with all the documents related to the financial leasing agreement. Should such documentation be sent to the Seller after the above-mentioned term, the Confirmed Delivery Date may be postponed as a consequence. In case of failure to present the documentation due for the payment by means of the financial leasing, the Seller shall have the right to consider the order as ineffective or claim the performance of the agreement by the final Customer.

12. PROHIBITION OF PURCHASE ORDER ASSIGNMENT. PRIOR AUTHORIZATION IN CASE OF SUBCONTRACT

The Customer shall not transfer or assign, in whole or in part, the Purchase Order without the prior written consent of the Seller; in case of breach of such obligation by the Customer, the Seller shall have the right to terminate the agreement, without prejudice to the compensation of any further damage that may be suffered by the Seller.

13. TRADEMARKS AND INTELLECTUAL PROPERTY

The Customer acknowledges that the Seller and/or its Affiliates, is the owner of the Trademarks. Therefore, the Customer shall not reproduce or use in any way the Trademarks and other distinctive signs on the Goods, without the prior written consent of Seller or the holder of the related intellectual property rights. The Customer shall not remove, cancel or alter the Trademarks and/or whatsoever label or logo on the Goods, as well as not put on the Goods whatsoever new brand, label or distinctive sign. Any violation of its own intellectual property rights will be prosecuted by the Seller.

In case the Customer exposes or gives visibility to the Goods, the Customer undertakes to show an image of the Goods and the Trademarks consistent with the marketing strategy of the Seller and shall refrain from sharing news and information which may cause damages to the Seller's reputation.

Any intellectual property rights on the Goods (and future modifications and variations made on Goods) are and shall vest only in Technogym or its licensors.

Certain Goods may include software; with respect to any such software the Seller grant to the final end-user a non-exclusive, non-transferable limited license, without the right to sub license. The Customer may not directly or indirectly make any efforts to deconstruct the software provided, included but not limited to translating, disassembling, reverse engineering or performing any other operation to obtain any portion of its content.

14. PATENT AND COPYRIGHT INFRINGEMENT INDEMNIFICATION

Technogym will have no obligation or liability with respect to: (i) Goods used other than for their ordinary purposes, (ii) claims of infringements resulting from combining any Goods furnished by the Seller with any article not furnished by Technogym, or (iii) any modification of the Goods other than a modification by the Seller.

Notwithstanding the foregoing, the Customer shall indemnify and hold Technogym harmless from any claim, loss, damage, suit, liability, fees or expenses (reasonable attorney's fees) which may be suffered by Technogym on account of (i) the modified Goods which become infringing as a consequence of Customer's modification, (ii) the use of the Goods in infringing combination or systems and (iii) the use of Goods in association with third parties' trademarks or distinctive signs.

15. PROCESSING OF PERSONAL DATA

According to the applicable laws in terms of personal data processing, the Seller informs the Purchaser that any personal data will be processed according to the Technogym privacy policy available as a link in the footer of the Technogym website at www.technogym.com

16. HEALTH AND SAFETY AT WORK

The Customer undertakes to take any measure necessary to grant the Goods' safety and to prevent any risk to health and physical integrity, when they are used, installed, cleaned or during a maintenance work.

The Customer undertakes to give the Seller any measure and information regarding any risk in order to guarantee that the installation of the Goods is in compliance with the applicable health and safety at work laws and regulations, with reference to the areas of work used by the Customer to carry out the installation services, (ii) and is safe and not generating risks for the health of the personnel involved in the installation process. For this purpose, the Customer shall hold the Seller harmless from any responsibility, regarding damages to things or people, which might take place in connection with the installation process, unless in case of wilful misconduct or gross negligence of the Seller or of its subcontractors. The Customer undertakes to enter insurance policies to cover the risks of civil liability in relation to any accident that may happen to the Seller's employees or to its subcontractors' employees during the performance of the installation of the Goods.

17. RIGHT TO ACCESS

The Customer shall guarantee the Seller and/or its subcontractors, free and timely access to the premises and/or sites where the installation services must be performed. In case of failure by the Customer to grant the access or in case of delays, caused or attributable to the Seller, the Customer shall pay the price of any unperformed activity and any other costs and expenses incurred by the Seller in connection with the non-performance of the services, without prejudice to the compensation of any further damage that may be suffered by the Seller.

18. TRACEABILITY. RECALL OF THE GOODS

In case the Customer re-sells the Goods to third parties, the Customer itself shall guarantee the full traceability of such Goods and, should the Goods be recalled, either mandatory or voluntary, due to serial defects, the Customer shall fully collaborate with the Seller, and comply with any other decision or action that the Seller may take.

19. LIMITATION OF LIABILITY

EXCEPT AS PROVIDED BY LAW AND IN CASE OF WILFUL MISCONDUCT OR GROSS NEGLIGENCE, IN NO EVENT TECHNOGYM SHALL BE LIABLE TO CUSTOMER OR THIRD PARTIES FOR ANY LOSS OF USE, REVENUES OR PROFIT, LOSS OF ANY PERSONAL DATA OR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR NOT AND WHETHER OR NOT TECHNOGYM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL TECHNOGYM AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNT PAID TO TECHNOGYM FOR THE GOODS SOLD HEREUNDER WHICH ORIGINATED THE CLAIM OR DAMAGE.



TECHNOGYM SHALL HAVE NO LIABILITY FOR WHATSOEVER DAMAGE TO PROPERTY AND/OR PERSONS ARISING OR DERIVING FROM THE USE OF THE GOODS NOT IN ACCORDANCE WITH THE INSTRUCTIONS SPECIFIED IN THE HANDBOOK, AND IN ANY OTHER DOCUMENT OR WARNING ASSOCIATED WITH THE GOODS OR FOR ANY DAMAGE ARISING FROM THE USE OF GOODS NOT FIXED TO THE GROUND (OR ON THE WALL OR ON THE CEILING) IN ACCORDANCE WITH THE PROVISIONS IN THE HANDBOOK AND/OR IN ANY OTHER DOCUMENT OR WARNING SUPPLIED TOGETHER WITH THE GOODS, AS WELL AS IN RELATION TO ANY DAMAGE TO PROPERTY AND/OR PERSONS ARISING FROM THE EXECUTION OF DELIVERY, FREIGHT AND/OR INSTALLATION ACTIVITIES AND/OR THE EXECUTION OF ANY OTHER SERVICE DESCRIBED IN THE PURCHASE ORDER AND PERFORMED BY SUBCONTRACTORS OF THE SELLER. TECHNOGYM SHALL HAVE NO LIABILITY FOR ANY DAMAGE ARISING FROM THE USE OF THE GOODS BY PEOPLE IN NO GOOD PHYSICAL CONDITIONS; BEING AN OBLIGATION OF THE USER TO OF THE GOODS TO VERIFY IN ADVANCE THE COMPATIBILITY BETWEEN HIS/HER HEALTH STATUS AND THE USE OF THE GOODS. THE SELLER SHALL EXPRESSLY INVITE ANY USER OF THE GOODS CAREFULLY READ THE HANDBOOK BEFORE USING THE GOODS AND TO COMPLY WITH THE INSTRUCTIONS AND SAFETY RULES DESCRIBED IN THE HANDBOOK.

THE PERSONAL TRAINING SERVICES SHALL BE PROVIDED ONLY WITH REGARD TO THE PSYCHOLOGICAL AND PHYSICAL CONDITIONS INDICATED FROM TIME TO TIME BY THE FINAL USERS OF SUCH SERVICES; THEREFORE, THE CUSTOMER UNDERTAKES TO CAUSE THAT THE FINAL USERS OF THE PERSONAL TRAINING SERVICES PROVIDE IN ADVANCE A MEDICAL CERTIFICATE ASSESSING THEIR GOOD HEALTH STATUS VALID FOR THE CURRENT YEAR AND SHALL HOLD HARMLESS TECHNOGYM FROM ANY KIND OF LIABILITY RELATED TO THEIR HEALTH STATUS. TECHNOGYM MAY SUSPEND THE SUPPLY OF PERSONAL TRAINING SERVICES IN THE EVENT THAT THE FINAL USERS OF THE PERSONAL TRAINING SERVICES IS IN NO GOOD HEALTH CONDITION OR HAVE NOT NOTIFIED ANY CHANGES IN THEIR HEALTH STATUS. TECHNOGYM DOES NOT CARRY OUT MEDICAL ACTIVITY AND THEREFORE SHALL HAVE NO LIABILITY IN RELATION TO THE VERIFICATION OF THE HEALTH STATUS OF THE ABOVE-MENTIONED INDIVIDUALS.

20. APPLICABLE LAW. EXCLUSIVE JURISDICTION

These Condition of Sale, as well as the contracts entered into between the Seller and the Customer following the Purchase Order, shall be governed by and construed in accordance with the laws of the state of New York, exclusive of any conflict of law provisions.

The Parties expressly exclude the application of the United Nations Convention on contracts for the international sale of goods (1980). Any dispute arising between the Seller and the Customer, either referred to these Condition of Sale or to any other contract the Parties may have executed, Any dispute, disagreement or controversy between the parties arising out or relating to this Agreement shall be submitted to the exclusive jurisdiction of the Courts of State of New York, and of the United States District Court of New York. However, the Seller retains the right to sue the Customer before the courts of the Customer's place of business.

21. INTEGRITY / CONVERSION OF NULL PROVISIONS

In the event that any provisions of this Conditions of Sale are deemed null and void or inapplicable, the validity of the remaining provisions of this Conditions of Sale will not in any way be affected. Provisions found to be invalid or ineffective will be amended to comply with applicable law to the fullest extent permitted by law.



***THANK YOU FOR YOUR INTEREST
IN TECHNOGYM'S PRODUCTS AND SOLUTIONS.***

JOIN OUR WELLNESS COMMUNITY



**#TECHNOGYM
#LETSMOVEFORABETTERWORLD**

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