

Instrumented Treadmill 5 Year Extended Warranty

1. Parties. "We", "Us", and "Our" collectively refer to Bertec Corporation, Columbus, Ohio, and/or Bertec employees. "You" and "Your" mean the owner of the instrumented treadmill who paid for this contract. "Product" refers to the Bertec Instrumented Treadmill which this plan covers.

2. Product Coverage. Your covered instrumented treadmill will be restored to normal operating condition if it has failed during normal clinical/research use. The plan covers all labor, mechanical moving parts, including the belts, and electronic components necessary to repair your covered treadmill for problems due to functional failure. If you have more than one product installed of the same type (e.g. Bertec instrumented treadmill), we will cover the first product for which you file a claim, unless you have coverage on all products of the same type. The force plates and amplifiers are excluded from this extended warranty and are only covered under their respective Bertec 7 year Limited Warranties. Bertec will cover any shipping costs resulting from necessary repairs.

3. Coverage Period. Coverage begins upon the date of product delivery (also referred to "effective date") and extends to 5 years from that date.

4. Location of Service. This plan offers unlimited service calls. Service calls may or may not require us to come the location of the product (e.g. "In-home" or "In-office" service), depending on the nature of the repair. If your product or components of your product must be repaired at the Bertec Service Center due to their sensitive technical nature, shipping and handling expenses are covered by Bertec. Some problems may be simply corrected over the telephone or through electronic communication (i.e. email or facsimile).

5. If You Need Service. For service, call Bertec Corporation at +1 614 430-5421 or Toll Free at +1 877 BERTEC 0 and ask for the service department. For written communication, write Bertec Corporation, Service Department, 6171 Huntley Rd., Suite J, Columbus, OH, USA 43229. For email communication, write service@bertec.com. Service personnel are only available during normal business days from 8 AM –5 PM Eastern Standard Time. When you contact us, be sure to have your product model number, product serial number, and the model number of any external electronics (e.g. amplifiers). Also include a description of the problem, your name, and means to contact you (telephone number or email address). This information will aid our service personnel in identifying your product and solving the problem.

6. Moving Your Covered Product to a New Location. You can change your service address at any time by notifying Bertec Corporation in writing at the address listed in Section 12.

7. Change of Ownership. This plan is not a transferable plan. The product is only covered under this plan as long as the original owner or governing body (i.e. University or Laboratory) maintains ownership.

8. Contract Cancellation. You may cancel this coverage plan at any time.

A. Cancellation by Owner - You must notify Bertec Corporation in writing and include your original extended warranty. Your refund will be based on the following: I) If your cancellation notice and extended warranty are received within 30 days of the effective date, you will be refunded the full plan price, II) If your plan and cancellation notice are received after 30 days from the effective date, you will be refunded a pro-rated amount of the plan price, less any claims paid, less an administrative fee of 1.5% of the pro-rated plan price or \$100, whichever is less, unless otherwise precluded by law.

B. Cancellation by Bertec - If we cancel the plan, for any contractual reason, fraud, misrepresentation, or non-payment by you, return of the premium will be based on 100% of the unearned pro-rata premium.

9. Contract Limitations. This plan is limited in the following manners:

A. Indirect Damages - In no event are we liable for special, indirect, incidental, or consequential damages relating directly or indirectly to this contract.

B. Limitation of Liability - To the extent permitted by applicable law, our liability, if any, for any allegedly defective covered product or part shall be limited to repair or replacement of the product or part at our option, and our liability, if any, for damages relating to any defective covered product or part shall not exceed your purchase price for the product or part in question. This plan is your sole express warranty with respect to the covered product. All implied warranties with respect to the product including, but not limited to, implied warranties of the merchantability and fitness for a particular purpose, are hereby expressly excluded. The end user or owner assumes all risks associated with the use or misuse of the product, accessory, or service in contravention of any directions or warnings provided in Bertec instructional literature or given verbally by an authorized Bertec representative, or that should be reasonable by commercially acceptable standards.

C. Renewals - We are not obligated to renew your plan.

D. Non-original Manufactured and Re-manufactured parts - Genuine factory parts will be used whenever possible; however, the use of non-original manufactured and re-manufactured parts is allowed under this plan.

10. Consumer's Responsibilities. In order to keep this plan in action during its term, you promise and assure: I) full cooperation with Bertec Corporation and our authorized service technicians during diagnosis and repair of the covered product, II) accessibility of the product, III) a non-threatening and safe environment for "in-office" service, (IV) the presence of the owner or an adult representative of the owner at the time of the scheduled repair, V) that you will provide normal preventative maintenance for the covered product, and VI) that you will contact Bertec's Service Department via writing, email, or telephone within 14 days of noticing any defect of deficiency.

11. What is Not Covered. This plan does not cover the following:

A. Repair of the product upon noncompliance of any part of Section 10 by you.

B. Coverage, components, products, or items not specifically listed herein.

C. Any repair covered by the product's original one-year warranty.

D. Unauthorized repairs performed by third parties.

E. Any defects in the finish or paint.

F. Damages or failures caused by conditions beyond Bertec's control including, but not limited to, power supply, power surge, rust, corrosion, negligence, abuse, misuse, tampering, acts of God, failure to follow recommended maintenance, and modifications or damages as a result of accident, water, fire, and impact.

- G. Loss or damage to recording media, software, or data.
- H. Shipping damage to the product resulting from inadequate packaging by you.
- I. Upgraded, retrofitted, or unapproved components.

12. For Additional Information or Questions. Contact Bertec's Service Department.

Bertec Corporation
Service Department
6171 Huntley Rd., Suite J
Columbus, OH 43229

Telephone: +1 614 430-5421

Toll free: +1 877 BERTEC 0

Email: service@bertec.com

13. Effective Date. This plan begins on this date and is authorized by a Bertec Corporation representative.

____/____/____
Date

Bertec Representative - Title