

WARRANTY

This limited warranty is applicable to each original end-customer (hereinafter “Customer”) purchasing the **FitDesk®** Model: FDX 3.0 consisting of the structural metal frame (hereinafter the “Structural Frame”) and various other non-frame components (hereinafter the “Non-Frame Parts”) sold by FD Products, LLC (hereinafter “Company”) for Customer’s own use and not for resale. The Structural Frame and Non-Frame Parts are collectively referred to herein as the “Products”.

1. LIMITED WARRANTY; EXCLUSIVE REMEDIES:

1.1. **LIMITED WARRANTY ON PRODUCTS:** Company warrants solely to the original Customer that (a) the Structural Frame will be free from defects in materials and workmanship under normal use for a period of ONE (1) YEAR from the date of original retail purchase, and (b) the Non-Frame Parts, will be free from defects in materials and workmanship under normal use for a period of NINETY (90) DAYS from the date of original retail purchase. Notwithstanding the foregoing, the colors and finishes of the Products may vary within a reasonable scope due to unavoidable color variations in different production batches, and such variations shall not constitute a material defect. This limited warranty is limited solely to the original Customer with proof of purchase and is not transferable.

1.2. **THE WARRANTY:** During a covered Product’s limited warranty period, Company will, at Company’s sole option and discretion, (1) repair the defective component or product without charge or (2) replace the defective component or product without charge.

1.3. The foregoing limited warranty is subject to the Customer’s proper storage, transportation, handling and use of the Products as the same are defined within Company’s then-current published guides and instructions for use and care. The limited warranty does not include defects due to normal wear and tear, abuse or misuse, mishandling, neglect, accident, fire, lightning, sunlight or other natural hazard, delivery or transportation damage, failure to follow applicable directions or instructions, or improper or inadequate cleaning, maintenance, care, repairs, modifications, or use beyond a Product’s intended use.

1.4. **LIMITED WARRANTY CLAIMS PROCEDURE:** To obtain performance under this limited warranty, Customer shall notify Company in writing (to FD Products, LLC, 1161 South Part Drive, Kernersville, NC 27284, Attn: Customer Service / Warranty Department), by email (to customerservice@thefitdesk.com), or by telephone (to (336) 423-5029) with a full description of the defect that is covered by warranty and a copy of the dated proof of purchase of the applicable product.

- Company shall review each such claim and issue Customer a return merchandise authorization (“RMA”) in the event that the described defect or condition merits warranty review as determined by Company. Customers who have been issued a RMA shall, at Company’s election, return the covered item to the same physical address listed above for reporting initial claims. Company shall not accept any returned product without a RMA.

- Upon receipt, Company will evaluate the returned product(s) to determine if there is a warranty claim and, if so, how Company wishes to remedy the same. During a covered product’s respective limited warranty period, Company will, at Company’s sole and absolute option and discretion, (1) repair the defective component or product without charge or (2) replace the defective component or product without charge. Refunds are not available pursuant to this limited warranty.

- Customer is solely responsible for transportation of the covered product(s) to the Company for evaluation (if applicable and requested by Company). In the event that Company determines that a claim under this limited warranty is justified, Company shall be responsible for transportation of the repaired, corrected, replaced or exchanged product back to Customer. Customer shall be solely responsible for the transportation of any product back to Customer if Company determines that a claim under this warranty is not justified.

- Any repaired, corrected, replaced or exchanged Products shall be subject to the Limited Warranty set forth to the duration of the original limited warranty period as set forth in Section 1.1. and not for any extended duration, following their repair, correction, replacement or exchange.

WARRANTY

1.1. IF A COMPANY PRODUCT DOES NOT CONFORM TO THESE LIMITED WARRANTIES, THE PURCHASER'S SOLE AND EXCLUSIVE REMEDY IS, AT COMPANY'S SOLE AND EXCLUSIVE OPTION, THE (1) REPAIR OF ANY DEFECTIVE PRODUCT OR COMPONENT PART OR (2) REPLACEMENT OF ANY DEFECTIVE PRODUCT OR COMPONENT PART. THE LIMITED WARRANTY AND REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND MADE IN LIEU OF ALL OTHER WARRANTIES, REMEDIES, RIGHTS OR CONDITIONS, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. COMPANY SPECIFICALLY DISCLAIMS, WITHOUT LIMITATION, ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND. IF COMPANY CANNOT LAWFULLY DISCLAIM IMPLIED WARRANTIES UNDER THIS LIMITED WARRANTY, ALL SUCH WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED IN DURATION TO THE DURATION OF THIS LIMITED WARRANTY. The Company does not assume or authorize any person to assume for them any other liability in connection with the Products.

2. EXCLUSION AND LIMITATION OF LIABILITY:

IN NO EVENT, WHETHER BASED ON CONTRACT OR TORT OR OTHER LEGAL THEORY, SHALL COMPANY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES TO OTHER PROPERTY, INCONVENIENCE, DAMAGES FOR LOSS OF PROFITS, REVENUE, GOODWILL OR USE, INCURRED BY CUSTOMER OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT, TORT, STRICT LIABILITY, OR IMPOSED BY STATUTE, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Some states do not allow the exclusion or limitation of incidental or consequential damages or exclusions or limitations on the duration of implied warranties or conditions, so the above limitations or exclusions may not apply to Customer. In jurisdictions that limit the scope of or preclude limitations or exclusion of remedies or damages, or of liability, such as liability for gross negligence or willful misconduct or do not allow implied warranties to be excluded, the limitation or exclusion of warranties, remedies, damages or liability set forth above are intended to apply to the maximum extent permitted by applicable law. This limited warranty gives the Customer specific legal rights, and the Customer may also have other rights that vary by state, country or other jurisdiction.

3. SEVERABILITY:

If any provision of this limited warranty is held to be illegal, invalid or otherwise unenforceable, such provision will be enforced to the extent possible consistent with its stated intention, or, if incapable of such enforcement, will be deemed to be severed and deleted from this limited warranty, while the remainder of the terms of this limited warranty will continue in full force and effect.

4. DISPUTE RESOLUTION:

This FitDesk Limited Warranty shall be governed by and construed in accordance with the laws of the State of North Carolina, without regard to its principles of conflicts of law. The parties acknowledge the exclusive jurisdiction of the federal and state courts of the State of North Carolina. Any claims or disputes under this FitDesk Limited Warranty shall be heard exclusively in any state or federal courts sitting in Guilford County, North Carolina, and both parties expressly consent to the personal jurisdiction and venue of the North Carolina state and federal courts for such actions.

