



TRX PROTECTION PLAN

Limited Warranty Terms and Conditions

Effective Date: 10/01/17

DEFINITIONS

- “We”, “Our”, and “Us” mean the company obligated under this Limited Warranty: Fitness Anywhere LLC, 1660 Pacific Avenue, San Francisco, CA 94109
- “You” and “Your” mean the purchase of the Covered Product(s) and the original holder of this Limited Warranty
- “Covered Product” means the TRX functional training and/or fitness item(s) that You purchased on www.TRXTraining.com which are designated as “TRX Signature Products” and/or are covered by this Limited Warranty

INSTRUCTIONS

You must retain the invoice (or other proof of purchase) and serial number of all Covered Products.

LIMITED WARRANTY PERIOD

This Limited Warranty begins upon expiration of Our 1-year Consumer Warranty applicable to TRX Suspension Trainer and/or other TRX exercise devices intended solely for person, family, or household use (which 1-year warranty period begins on the purchase date of the Covered Product) and extends thereafter for four (4) years.

WHAT IS COVERED

TRX will, in its discretion, repair or replace any Covered Product without charge to You in the event Your Covered Product fails to operate as a result of any defect in manufacture and/or materials caused by normal household use. Only original, unaltered, and unmodified Covered Products and workmanship are covered. If the Covered Product cannot be repaired or replaced, then We will offer You a credit or refund the purchase price You paid for the Covered Product. This Limited Warranty applies only to You as the original purchaser of the Covered Product and does not cover any injuries or damages to third parties using the Covered Product.

WHERE YOU ARE COVERED

Coverage under this Limited Warranty is limited to the United States of America, including the District of Columbia. It does not include Canada or U.S. Territories such as Guam, American Samoa, Puerto Rico, or the U.S. Virgin Islands.

WHAT IS NOT COVERED

- ANY AND ALL PRE-EXISTING CONDITIONS THAT OCCURED PRIOR TO THE EFFECTIVE DATE OF THIS LIMITED WARRANTY
- PARTS OR REPAIRS DUE TO NORMAL WEAR AND TEAR, INDENTATIONS, SCRATCHES, OR SURFACE DAMAGE (INCLUDING ABRASIONS CAUSED BY FAILURE TO USE, PROTECT, OR MAINTAIN THE COVERED PRODUCT PROPERLY)
- PRODUCT DETERIORATION OR VARIATIONS IN COLOR OR MARKING THAT ARE ORDINARILY EXPECTED BASED ON ORDINARY USE OR DEVELOP OVER TIME BECAUSE OF NATURAL PROCESSES SUCH AS EXPOSURE TO SUNLIGHT
- DAMAGE FROM ACCIDENT, ABUSE, MISUSE, MISHANDLING, INTRODUCTION OF FOREIGN OBJECTS INTO THE COVERED PRODUCT, FAILURE TO FOLLOW USE INSTRUCTIONS, AND EXTERNAL CAUSES INCLUDING THIRD PARTY ACTIONS, FIRE, THEFT, INSECTS, ANIMALS, EXPOSURE TO ENVIRONMENTAL OR WEATHER CONDITIONS (INCLUDING, FOR EXAMPLE, CHANGES IN HEAT, HUMIDITY, MOISTURE, OR WATER SATURATION)

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- DAMAGE CAUSED BY USE OF THE COVERED PRODUCT FOR ANY PURPOSE OTHER THAN THE NORMAL PURPOSE INTENDED OR IN ABNORMAL USE CONDITIONS, OR ANY FURTHER USE OF THE COVERED PRODUCTS UNDERTAKEN AFTER A DEFECT OR NON-CONFORMITY HAS BEEN DISCOVERED

HOW DO YOU GET SERVICE

To request any warranty service, PROVIDE WRITTEN NOTICE OF YOUR CLAIM (INCLUDING YOUR PROOF OF PURCHASE AND SERIAL NUMBER OF PRODUCT) WITHIN THIRTY (30) DAYS OF WHEN YOU DISCOVERED THE DAMAGE, DEFECT, OR NON-CONFORMITY to: TRX Customer Service, 1660 Pacific Ave, San Francisco, CA 94109. In order to obtain a hard copy of the terms and conditions of this Limited Warranty, or with respect to any questions regarding this Limited Warranty, or instructions for replacement or repair of a Covered Product, please call TRX Customer Service at 1-888-878-5348 (US).

Once Your product has been authenticated by a Customer Service Representative, You will be issued a return authorization number ("RA#") and instructions for returning the product. Customers are responsible for the cost of shipping items to TRX. After the product is received, a TRX product expert will inspect it and contact You within three (3) business days to give You the results of the inspection. If Your product is not covered under this Limited Warranty, it will be sent back to You. TRX will pay the return shipping costs for all products that are covered under this Limited Warranty. Any products sent to TRX without an RA# will be refused and returned to sender.

WHERE YOU ARE COVERED

Consequential and incidental damages are not recoverable under this Limited Warranty. Some states do not allow the exclusion or limitation of incidental or consequential damages, so this limitation or exclusion may not apply to You.

This Limited Warranty supersedes any other representations and TRX specifically DISCLAIMS ALL OTHER WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY, WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTIES ALLEGED TO ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. In no event shall any implied warranty imposed by operation of law exceed the period under this Limited Warranty or otherwise be imposed by operation of law. Some states do not allow the exclusion or limitation of implied warranties, so this limitation or exclusion may not apply to You. Damage not covered under this Limited Warranty may be repaired for a reasonable rate and a fee will be charged for return shipping.

This Limited Warranty gives You specific legal rights, and You may also have other rights which vary from state to state.

This Limited Warranty is not transferable or renewable.

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