

Manufacturer's warranty by KETTLER SPORT / Trisport AG (from 01.11.2022)

Since its beginnings in 1949, the KETTLER brand has stood for quality and innovation. All KETTLER SPORT products are carefully inspected, tested and subject to the strict controls of the KETTLER SPORT quality assurance. Trisport AG, Bösch 67, 6331 Hünenberg, Switzerland (hereinafter referred to as "KETTLER SPORT" or "we") therefore provides a warranty for KETTLER SPORT exercise bikes, ergometers, recumbent ergometers, indoor bikes/cycles, cross trainers, treadmills, rowing machines and power stations (hereinafter collectively referred to as "KETTLER SPORT products") in accordance with the following terms and conditions. KETTLER SPORT products are intended for private and not for commercial use. The use of the aforementioned rights is free of charge. The buyer's warranty claims arising from the purchase contract with the seller and statutory rights are not affected by this warranty.

1. Scope of warranty: We provide warranty for duly registered KETTLER SPORT products purchased through the KETTLER SPORT online store or another trading partner authorized by KETTLER SPORT in accordance with the following regulations in the event of defects (material and manufacturing defects) in the KETTLER SPORT product which are proven to be due to a material or manufacturing defect for which KETTLER SPORT is responsible within the warranty period.

1.1 The warranty applies to KETTLER SPORT products,

- which have been purchased in the official KETTLER SPORT online store or from another trading partner authorized by KETTLER SPORT (proof is provided by original proof of purchase) and
- have been duly registered online at www.kettlersport.com/warranty within 60 days from the date of the original proof of purchase.
- After successful registration, you will receive a link from us via e-mail with your warranty registration confirmation. This warranty registration confirmation contains all relevant information about this warranty and is available for download. The warranty registration confirmation always refers to the registered device only.
- Note: Please note that registration is not sufficient proof of purchase. If you want to make a warranty claim, you must in particular present the original proof of purchase and the confirmation of warranty registration. Therefore, please keep these documents in a safe place. The assertion of warranty claims is described in Section 3.

1.2 If a warranty case exists, KETTLER SPORT grants the following warranty periods for privately used KETTLER SPORT products by consumers:

- Frame: 10-year warranty (with proper use, no under-rusting).
- Motor of treadmills: 5 years warranty
- Magnetic brake: 5 years warranty
- Electronics and electronic components, wear parts and natural wear are always excluded from the warranty, only the statutory warranty applies here.

1.3 For KETTLER SPORT products that are used commercially or professionally or are used in the same way, the warranty period is twelve months. The warranty period begins with the conclusion of the purchase contract by the first end user.

2. Not included: Excluded from the warranty are

- Accessories, demonstration equipment and promotional materials;
- Parts subject to use-related or other natural wear and tear, as well as defects in the KETTLER SPORT product, battery pack and charger due to use-related or other natural wear and tear;
- Defects in the KETTLER SPORT product resulting from non-observance of operating and safety instructions, operation and storage outdoors, improper assembly and commissioning, improper use, atypical ambient conditions, inadmissible operating conditions, inadequate electronic protection, use of force, overloading or lack of maintenance or care;
- Defects in the KETTLER SPORT product resulting in damage due to the place of use, such as rooms with fluctuating humidity (e.g. garages, balconies, terraces, summer houses, gazebos, laundry rooms)
- Defects in the KETTLER SPORT product caused by the use of accessories, supplements or spare parts that are not original KETTLER SPORT parts;
- KETTLER SPORT products on which repairs have been carried out by unauthorized persons or by changes or additions, as well as KETTLER SPORT products which have been completely or partially disassembled;

- minor deviations from the nominal condition (e.g. deviations of the gap dimensions and horizontal and vertical alignment up to 10 mm), which are insignificant for the value and serviceability of the KETTLER SPORT product.
Commercial use (more than one household) as in businesses, cooperatives, physical therapy or rehabilitation facilities.

- 3. Assertion:** The warranty claim for a properly registered KETTLERSPORT product must be made in text form within the warranty period. This requires the textual error message by e-mail (support@kettlersport.com) or via the support service on the website www.kettlersport.com (see support button at the bottom left, Support > Contact > Technical fault) or in writing to the KETTLER SPORT customer service. For processing we need your name, the serial number of the device, a detailed error description and a copy of the original purchase receipt from the KETTLER SPORT online store or the KETTLER SPORT authorized dealer. Following the textual error message, the affected KETTLER SPORT product together with a copy of the purchase receipt, which must contain the date of purchase and the product designation as well as a precise description of the error, must be submitted or sent in full to KETTLER SPORT or to one of the customer service offices listed in the operating instructions. If you send the KETTLER SPORT product independently to KETTLER SPORT or to a customer service center, you bear the transport costs and the transport risk. If it is necessary to ship the goods for inspection, make sure that the goods are not damaged during transportation by packing them securely. In case of justified warranty claims, the processing is free of costs and freight charges for you in any case. This means that KETTLER SPORT will reimburse you for the incurred postage costs against proof.
- 4. Remedy of defects:** The elimination of the defect recognized by us as being subject to warranty shall be carried out in such a way that we, at our discretion, repair the defective KETTLER SPORT product free of charge or replace it with a faultless KETTLER SPORT product (if necessary also a successor model). Further warranty claims do not exist in this respect. Replaced KETTLER SPORT products or parts become our property.
- 5. Scope of rights:** Other claims than the right to repair the defects of the KETTLER SPORT product mentioned in these warranty conditions are not substantiated by our warranty. In particular, you have no right to receive a replacement product for the duration of the repair. The assignment of claims under this warranty is excluded. This warranty does not apply to products purchased used.
- 6. Warranty extension:** The warranty services provided do not extend or renew the original warranty period for the KETTLER SPORT product.
- 7. Geographical scope:** This warranty applies to KETTLER SPORT products purchased and used within the European Union and EFTA.
If the first end customer is a consumer, this warranty shall be governed by German law, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG). This choice of law shall not have the effect of depriving you of the protection afforded to you by those provisions which, under the law of the country in which you have your habitual residence, may not be derogated from by agreement (favorability principle). If the first end customer is an entrepreneur, Swiss law shall be deemed agreed.
- 8. Privacy:** The personal data that we have received through the registration of your device for the warranty (e.g. first and last name, address) will be stored, processed or used exclusively for the processing of the associated services. The legal basis for this is Art. 6 para. 1 lit. b) DSGVO. If and to the extent that you delete your KETTLER SPORT warranty account or remove a device from your product overview, we will continue to store your personal data required for the performance of the contract until the warranty expires.

All data will be used by KETTLER SPORT or Trisport AG. The legal basis for this is our entrepreneurial interest, Art. 6 para. 1 lit. f) DSGVO. A transfer to other third parties does not take place. For more information on the privacy statement, please visit www.kettlersport.com.
- 9. Modification of customer data:** Should your customer data change, KETTLER SPORT asks you to inform KETTLER SPORT Support (support@kettlersport.com) immediately. Additional costs arising from outdated customer data will not be borne by KETTLER SPORT.
- 10. Service changes:** KETTLER SPORT reserves the right to discontinue, amend or modify the warranty services or these warranty conditions in whole or in part with reasonable notice or, if there is good cause, without such notice, taking into account your interests.

- 11. Closing regulations:** Should any provision of this warranty be or become invalid or unenforceable in whole or in part, or should this warranty contain a gap, this shall not affect the validity of the remaining provisions. In place of the invalid or unenforceable provision, the valid or enforceable provision that comes closest to the economic purpose of the invalid or unenforceable provision shall be deemed agreed. In the event of a loophole, that provision shall be deemed to be agreed which corresponds to what would have been agreed in accordance with the purpose of this guarantee.
- 12. Warrantor:** Trisport AG, Bösch 67, 6331 Hünenberg, Schweiz; www.kettlersport.com, support@kettlersport.com