Tulare Local
Healthcare District

Staff Report

Date: July 17*, 2026*
Subject: *Equipment Replacement*
Attachment(s): *2 Quotes for purchase, delivery and installation of TRUE Fitness Equipment*

Recommendation

Staff recommends the purchase of eight (8) TRUE Fitness strength training units at a total cost of $47,114.83, including equipment, freight, tax, and installation, to begin the phased replacement of the aging Technogym equipment currently located on the fitness floor.

Background

As part of the Fiscal Year 2026 Capital Improvement Budget, the Board approved $45,000 for the replacement of existing Technogym strength equipment. Much of the current equipment has reached an age where maintenance costs and downtime are increasing, making replacement a prudent investment to maintain a safe, reliable, and high-quality member experience.

Staff conducted research and evaluated several well-respected commercial fitness equipment manufacturers. After reviewing equipment quality, durability, aesthetics, serviceability, warranty support, and overall value, staff is recommending TRUE Fitness as the preferred equipment supplier.

Analysis

TRUE Fitness was selected for several reasons:

- Commercial Durability: TRUE Fitness equipment has an excellent reputation within the industry for reliability and durability in high-volume commercial fitness facilities.
- Member Experience: The equipment offers a premium appearance and feel that aligns with the expectations of a full-service fitness and wellness center.
- Value: TRUE Fitness provides comparable quality to other leading commercial manufacturers at a more competitive price point, resulting in greater value for the District.
- Reduced Long-Term Maintenance Costs: A significant advantage of TRUE Fitness is the ability for District maintenance staff to become certified to perform repairs without voiding the manufacturer’s warranty. This capability will reduce reliance on third-party service technicians, minimize equipment downtime, and provide long-term cost savings.

Cost

Staff obtained two quotes:

- Option 1: Seven (7) units – $41,582.37
- Option 2: Eight (8) units – $47,114.83

Both quotes include freight, sales tax, and installation.

Although the recommended option exceeds the approved capital allocation by approximately $2,115, staff believes the addition of the eighth unit provides significantly greater value and better supports the long-term equipment replacement strategy. The marginal increase in cost allows the District to replace an additional piece of aging equipment while maintaining consistency across the fitness floor.

Staff Recommendation

Staff recommends approval of the purchase of eight (8) TRUE Fitness strength training units for a total amount of $47,114.83, including freight, tax, and installation, as the first phase of the District's ongoing replacement plan for aging Technogym equipment. This purchase will enhance the member experience, improve equipment reliability, reduce long-term maintenance costs, and provide the best overall value to the District.

TRUE FITNESS
SALES PROPOSAL

PREPARED FOR: EVOLUTION FITNESS AND WELLNESS CENTER
ATTN: Amanda Fiagle
7/6/2026

Order Quote

TRUE FITNESS

Quote CO-1763955

Sales Rep
Jacob Henderson
jhenderson@truefitness.com
(636) 866-1835

True Fitness Address
True Fitness Technology, Inc.
1 Glazer Way
St Charles, MO 63301
USA

Phone
Toll Free: (800) 426-6570

Proposal Date
7/6/2026

Proposal Name
Selectorized Strength (8)

Quote Expiration Date
8/6/2026

Shipping Notes
Truck with liftgate required for delivery.

Bill To

CustomerID
CAA003107

Bill To Address
EVOLUTION FITNESS AND WELLNESS CENTER
1425 E Prosperity Ave
Tulare, CA 93274
United States

Ship To

Ship To Address
EVOLUTION FITNESS AND WELLNESS CENTER
1425 E Prosperity Ave
Tulare, CA 93274
United States

Contact
Amanda Fiagle
(559) 605-7040
afiagle@evolutionsgym.com

Products

Ln	Item Number	Description (Product Links In Blue)	Qty	UM	Msrp	Price	Line Total
1	SPL0300-35-SPLSRDPT	True Spl0300 Palladium Series Seated Leg Press Station Matte Black Standard Stack (380Lbs) with True Palladium Acrylic Weight Stack Shroud Tall	1.00	EA	$10,199.00	$6,058.00	$6,058.00
2	SPL1200H-35-SPLSRDPS	True Spl1200 Palladium Series Seated Row Station Matte Black Heavy Stack (320Lbs) with True Palladium Acrylic Weight Stack Shroud Short	1.00	EA	$7,299.00	$4,312.00	$4,312.00
3	SPL1000H-35-SPLSRDPS	True Spl1000 Palladium Series Pec Fly/Rear Delt Station Matte Black Heavy Stack (320Lbs) with True Palladium Acrylic Weight Stack Shroud Short	1.00	EA	$7,299.00	$4,262.00	$4,262.00
4	SPL2000H-35-SPLSRDPS	True Spl2000 Palladium Series Hip Thruster Station Matte Black Heavy Stack (320Lbs) with True Palladium Acrylic Weight Stack Shroud Short	1.00	EA	$6,999.00	$4,062.00	$4,062.00
5	SPL0400H-35-SPLSRDPS	True Spl0400 Palladium Series Inner And Outer Thigh Station Matte Black Heavy Stack (320Lbs) with True Palladium Acrylic Weight Stack Shroud Short	1.00	EA	$6,799.00	$3,962.00	$3,962.00
6	SPL1800H-35-SPLSRDPS	True Spl1800 Palladium Series Horizontal Leg Curl Station Matte Black Heavy Stack (320Lbs) with True Palladium Acrylic Weight Stack Shroud Short	1.00	EA	$6,799.00	$3,912.00	$3,912.00

Order Quote

TRUE FITNESS

Ln	Item Number	Description (Product Links In Blue)	Qty	UM	Msrp	Price	Line Total
7	SPL0100H-35-SPLSRDPS	True Spl0100 Palladium Series Seated Leg Extension Station Matte Black Heavy Stack (320Lbs) with True Palladium Acrylic Weight Stack Shroud Short	1.00	EA	$6,799.00	$3,912.00	$3,912.00
8	SPL1700H-35-SPLSRDPS	True Spl1700 Palladium Series Glute Press Station Matte Black Heavy Stack (320Lbs) with True Palladium Acrylic Weight Stack Shroud Short	1.00	EA	$6,599.00	$3,862.00	$3,862.00

Subtotal	$34,342.00
Shipping	$2,849.62
Installation	$7,090.00
Sales Tax	$2,833.21
Order Total	$47,114.83

Payment Options

Credit Cards
American Express, Discover, Visa, Mastercard

Checks
True Fitness
P.O. Box 419161
Creve Coeur, MO 63141

Wire Transfer and ACH
Busey Bank
12300 Olive Boulevard
Saint Louis, MO 63141

Swift Code	Account Number	ABA Number
BUYEUS44	0670009821	071102568

Company Name
True Fitness Technology, Inc.

Reference Number
Email accounting1@truefitness.com with your Account CAA003107 and Quote CO-1763955

Terms and Conditions
This proposal may be Prepaid In Full or Terms of Net 30 may be requested (subject to credit approval). Any order placed in response to this signed proposal shall be deemed an express acceptance of terms and conditions set forth in this document.
**Custom orders are non-returnable and non-refundable. No refunds after 30 days. Refunds within 30 days subject to restocking fees. No refunds for freight charges. *Unless otherwise noted, freight terms are prepaid and bill*

Signature **Printed Name** **Date**


THANK YOU
TRUE FITNESS

TRUE FITNESS
SALES PROPOSAL

PREPARED FOR: EVOLUTION FITNESS AND WELLNESS CENTER
ATTN: Amanda Fiagle
7/6/2026

Order Quote

Quote CO-1765312

Sales Rep
Jacob Henderson
jhenderson@truefitness.com
(636) 866-1835

True Fitness Address
True Fitness Technology, Inc.
1 Glazer Way
St Charles, MO 63301
USA
Phone
Toll Free: (800) 426-6570

Proposal Date
7/6/2026
Proposal Name
Selectorized Strength (7)
Quote Expiration Date
8/6/2026

Shipping Notes
Truck with liftgate required for delivery.

Bill To

CustomerID
CAA003107

Bill To Address
EVOLUTION FITNESS AND WELLNESS CENTER
1425 E Prosperity Ave
Tulare, CA 93274
United States

Ship To

Ship To Address
EVOLUTION FITNESS AND WELLNESS CENTER
1425 E Prosperity Ave
Tulare, CA 93274
United States

Contact
Amanda Fiagle
(559) 605-7040
afiagle@evolutionsgym.com

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Order Quote

TRUE FITNESS

Ln	Item Number	Description (Product Links In Blue)	Qty	UM	Msrp	Price	Line Total
7	SPL1700H-35-SPLSRDPS	True Spl1700 Palladium Series Glute Press Station Matte Black Heavy Stack (320Lbs) with True Palladium Acrylic Weight Stack Shroud Short	1.00	EA	$6,599.00	$3,862.00	$3,862.00

Subtotal	$30,030.00
Shipping	$2,559.90
Installation	$6,515.00
Sales Tax	$2,477.47
Order Total	$41,582.37

Payment Options

Credit Cards
American Express, Discover, Visa, Mastercard

Checks
True Fitness
P.O. Box 419161
Creve Coeur, MO 63141

Wire Transfer and ACH
Busey Bank
12300 Olive Boulevard
Saint Louis, MO 63141

Swift Code	Account Number	ABA Number
BUYEUS44	0670009821	071102568

Company Name
True Fitness Technology, Inc.

Reference Number
Email accounting1@truefitness.com with your Account CAA003107 and Quote CO-1765312

Terms and Conditions

This proposal may be Prepaid In Full or Terms of Net 30 may be requested (subject to credit approval). Any order placed in response to this signed proposal shall be deemed an express acceptance of terms and conditions set forth in this document.
**Custom orders are non-returnable and non-refundable. No refunds after 30 days. Refunds within 30 days subject to restocking fees. No refunds for freight charges. *Unless otherwise noted, freight terms are prepaid and bill*

Signature **Printed Name** **Date**


THANK YOU
TRUE FITNESS

Installer and Service Provider Application

Thank you for your interest in becoming an authorized service provider and/or product installer for TRUE and Octane.

Our goal at TRUE/Octane is to provide our customers premium service through the support of our providers.

We look forward to reviewing your application and will evaluate the need for your services. Once you submit your completed application, we will get back to you within 30 days with the results. If you have any questions along the way, feel free to reach out to us and we can help guide you in this process.

Thank you again for your continued support!

Terms of Acceptance and Signature

☐ I understand that checking this box constitutes that any and all typed names listed on this form will be used as a legal signature for this application.

NOTE: This application may be printed and completed manually. However, TRUE/Octane reserves the right to reject any service provider application if the handwriting is not legible.

clear form

Service Provider and Installer Application

Services provided (check all that apply):

- ☐ TRUE Service Provider
- ☐ TRUE Installer
- ☐ TRUE Delivery and Installation
- ☐ TRUE After Warranty Service Provider*
- ☐ Octane Service Provider
- ☐ Octane Installer
- ☐ Octane Delivery and Installation
- ☐ Octane After Warranty Service Provider*

*After warranty servicer agrees to provide labor and parts to repair products at reasonable service rates and at the same level of performance as service provider. For more information see *Service Provider Agreement/Performance and Professionalism Policy* on page 7.

Company/Legal Name: ______________________________

DBA/Trade Name: ______________________________

Primary Contact: ______________________________

Phone: ______________________________

Email: ______________________________

Please submit proof of the following:

☐ Business Status

Attach a copy of business license, resale certificate, or certification of good standing.

☐ Insurance

Attach proof of insurance coverage — two million dollar minimum required.

Contacts authorized to use your account:

****Please keep TRUE/Octane updated on any changes to account information****

Name	Phone	Email	Role with Company

Company Information

Please fill out this form completely. Have an officer/owner sign and/or initial where indicated and return all pages to TRUE.

Legal Name:	**Trade Name:**		
Primary Address:	**City:**	**State:**	**Zip:**
Primary Contact:	**Phone No:**	**Fax No:**	
Email Address:			
Accounting Contact:	**Phone No:**	**Fax No:**	
Email Address:			
Website:	**D&B No:**	**Federal Tax ID:**	
Years in Business:	**Areas you Service (Postal Code):**		
Years at Present Location:	**TRUE/Octane Sales Rep Name (If Applicable):**		
Annual Purchases:			
Business Entity: ☐ **Private** ☐ **Public** ☐ **Proprietorship** ☐ **Partnership** ☐ **Corporation** ☐ **Incorporated in the State of:**			

Shipping/Dispatch Locations

Please list all shipping and dispatch locations on this application. If you need additional space, please attach another page to this application.

Primary Address	City	State	Zip

Certification/Authorization

I hereby certify that the foregoing figures and statements contained herein and attached thereto are true and correct and are furnished to TRUE/Octane for the purpose of establishing status of service provider and/or installation company on behalf of TRUE Fitness Technology, Inc.

Authorized Signature (Owner, Partner, Principal) ________ Title ________ Date ________

Service Provider Agreement

Warranty Reimbursement Policy

TRUE Warranty Reimbursement Rates for New Service Accounts

- TRUE reimburses the service provider $90 for the first hour of service (including travel and labor) and $60 for each additional hour thereafter. New accounts also are eligible for a 20% off parts discount.

  Additional time is measured and paid out by increments of 15 minutes. For example, if a job takes 2 hours and 15 minutes, TRUE pays $90 + $60 + $15 = $165.

  Billable hours are based on number of technicians and acceptable hours of labor. In the example above, if you have 2 technicians, the first technician is billable $90 + $60 + $15 = $165 and the second technicians billable hours would be $60 + $60 + $15 = $135 totaling $300 for the visit.
- Pre-authorization for labor lasting longer than one hour is required. Prior to setting up a service appointment, TRUE needs the following information:
  - Departure address of the service provider.
  - Address of where the service is being performed.
  - Number of units being serviced.

Rules for Warranty Labor Claim Reimbursement

- Warranty labor claim is valid for the United States of America and Canada only.
- Warranty registration must be completed for the unit/customer, or the claim will not be processed until valid proof of purchase is provided.
- Warranty claim must include base and/or console serial numbers, or the claim will be rejected.
- Warranty labor must be performed within thirty (30) days after receiving warranty parts.
- Warranty claims must be submitted for processing within thirty (30) days after completion of the services to which the warranty claim relates. Any claims submitted after thirty (30) days will be deemed untimely and will be rejected. TRUE will not be obligated to compensate servicer for any services provided pursuant to such warranty claim.
- If certain warranty parts are requested to be returned for credit or evaluation, servicer must return parts within thirty (30) days of the request. Labor claims will not be processed if TRUE has not received such parts, and TRUE is not obligated to compensate servicer for any parts not returned in a timely manner. Return parts may include but are not be limited to consoles, drive motors, display boards, and motor control boards.
- Labor reimbursement is not provided for the following, without prior authorization:
  - Replacement of a failed part outside of labor warranty.
  - Incorrect or defective part received.
- All labor reimbursement claims must be submitted using the online TRUE customer portal: portal.truefitness.com (If you submit an invoice directly to accounting or service, it will be denied, and you will be directed to go to the portal.)
- Method of reimbursement will depend on the status of the service providers account with TRUE. TRUE, in its sole discretion, will determine if a warranty labor claim is valid. If a claim is denied, TRUE will notify the service provider, it is the sole responsibility for the service provider to provide complete and accurate information. Any third-party service providers requesting a rate above the posted claim rates must collect from the selling dealer.

By signing this document you acknowledge that you have read and fully understand the rates and rules listed in the *Warranty Reimbursement Policy*.

Print Name ______________________ Title ______________________

Authorized Signature (Owner, Partner, Principal) ______________________ Date ______________________

Parts Return Policy

New or Unused Parts

New or unused parts may be returned to TRUE/Octane with an approved RMA within 30 days of purchase, minus 25% of sale price. Parts must be returned within 30 days of the approved RMA.

- To ensure the returned part does not get damaged in shipping, use the purchased part's original packing materials or equivalent to return the original part back to TRUE/Octane.
- NO credit will be given on ANY parts returned after 60 days of original order ship date.
- The RMA paperwork must be included inside the box along with the returned part. If a commercial invoice has been provided, that must also be included in the box. Failure to do so will result in no credit.
- Parts received with evidence of damage from installation or shipping will not receive credit.

Credit for Return of Original Defective Part (CORE)

TRUE/Octane may offer a credit/refund for the return of an original/defective part. Parts eligible for CORE/credit will ship with an RMA and UPS Return Label included with original shipping packing list. All parts must be returned to TRUE/Octane within 60 days of original ship date to be eligible for credit. Original parts that have been damaged outside of normal use may not be eligible for credit.

- NO credit will be given on ANY parts returned after 60 days of original order ship date.
- To ensure the returned part does not get damaged in shipping, use the purchased part's original packing materials or equivalent to return the original part back to TRUE/Octane.
- The RMA paperwork must be included inside the box along with the returned part. If a commercial invoice has been provided, that must also be included in the box. Failure to do so will result in no credit.
- UPS Return Label only valid for United States of America.
- Use the provided UPS Return Label and attach the UPS Return Label to the outside of the box containing the returned part.

Warranty Return Part (USA Only)

TRUE/Octane may require certain parts to be returned that have been ordered under warranty for evaluation and warranty from part vendor. Warranty return parts will ship with an RMA and UPS Return Label included with original shipping packing list. There will be an RMA and UPS Return Label for each return part in the event a warranty order has more than one warranty return part.

- To ensure the returned part does not get damaged in shipping, use the purchased part's original packing materials or equivalent to return the original part back to TRUE/Octane.
- The RMA paperwork must be included inside the box along with the returned part. Failure to do so will result in no credit.
- Warranty return parts(s) are to be received by TRUE/Octane Fitness for evaluation within 60 days of order ship date.
- An invoice will be issued after 60 days.
- TRUE/Octane Fitness will not issue a credit on any part received after an invoice has been issued.
- Invoices must be paid within 30 days to keep your account in good standing with TRUE/Octane.

Service Parts Limited Warranty

TRUE/Octane offers a limited warranty on parts sold to customers through TRUE/Octane Product Support. Any part sold by TRUE/Octane Product Support that is found to be defective in material or workmanship will be refunded for the sale price of the part, minus prior credits or refunds.

IMPORTANT NOTES:

- The service parts limited warranty is valid for the United States of America only.
- Return of defective part back to TRUE/Octane for evaluation may be required for refund or credit. In the event a returned part is found to be damaged because of improper installation or failure to adequately package the returned part, a credit may not be issued.
- This limited warranty does not cover parts that fail due to improper installation, abuse, misuse, neglect, and/or alteration.
- This limited warranty is not transferable in the event the equipment is no longer in possession of the purchaser of the part from TRUE/Octane.
- This limited warranty begins on the date the part was received from TRUE/Octane.
- This limited warranty does not cover labor, shipping, taxes/duties, or transportation costs incurred by purchaser outside of invoice from TRUE/Octane.
- TRUE/Octane reserves the right to modify the terms of this warranty at any time, without notice.

Mechanical Parts—Mechanical parts are warranted for defects in material and workmanship for 6 months. This limited warranty will apply to, but may not be limited to: Power Switches and Breakers, Communication Cables, Wiring or Cable for Power, Power Filters, Rollers, Belts, Decks, Bushings, Bearings including (Assembly with Bearings), Brake Assembly, Tensioner Assembly, Handlebars, Pedals, Pedal Straps, Soft Pedal Inserts, Seat, Pads (including Pads for Strength), Strength Cables, Pulleys, Safety Keys, and Hardware.

Electrical Parts—Electrical parts are warranted for defects in material and workmanship for 6 months. This limited warranty will apply to, but may not be limited to: Motors (ECS Brake, Stride, Incline, and Drive), Motor Control Boards, Upper Control Board (not contained within a console assembly), Communication Board, Smart Card, Nucleus, Keypad Interface, and Power Transformers.

Console Assemblies and Personal Viewing Screens—Complete console assemblies and personal viewing screens are warranted for defects in material and workmanship for 6 months.

Cosmetic Parts—Cosmetic parts are warranted for defects in material and workmanship for 10 days. This limited warranty will apply to, but may not be limited to: Plastic Covers, Shrouds, Saps, Badges, Overlays, Paint, Coatings, Seat/Back/Torso/Thigh or Ankle Pads, and Grips (without keypad buttons or contact heart rate as part of the grip assembly).

Device Connectivity—Device connectivity elements are warranted for defects in material and workmanship for 10 days. This limited warranty will apply to, but may not be limited to: USB, Mobile Device Connectors, Headphone Jack, HDMI, Bluetooth, Internet Connectivity, Audio/Visual Connectors, Wireless Heart Rate, and Communication with 3rd Party Devices and Applications through Bluetooth, Wi-Fi/Ethernet, or C-Safe Connection.

By signing this document you acknowledge that you have read and fully understand the *Parts Return Policy* and *Service Parts Limited Warranty*.

Print Name | Title

Authorized Signature (Owner, Partner, Principal) | Date

Performance and Professionalism Policy

TRUE/Octane's priority is providing customers with a knowledgeable and pleasant service experience with TRUE/Octane and its providers. In order to provide our customers with this great experience, we ask that you adhere to the following guidelines:

1. Do not wear clothing with offensive or suggestive language or images printed on them. Wear appropriate attire that represents our companies in a professional manner.
2. Do not solicit other brands of products while servicing TRUE/Octane units. (If we find that this has occurred, we reserve the right to immediately terminate our business relationship.)
3. Return customer phone calls requesting service within 24 hours (one business day) and make site visits within 48 hours (two business days).
4. Perform repair services within two visits maximum.*
5. For installation of equipment—move the product to the area designated by the customer, assemble, inspect and test to ensure proper operation, and resolve any out-of-box issues.
6. For delivery and installation of equipment—deliver products to the customer location, and then move the products to the area designated by the customer, assemble, inspect and test to ensure proper operation, resolve any out-of-box issues, and remove and dispose of all packing material from the customer's location.
7. Always present yourself in a professional manor and strive to provide a superior level of support in everything you do. This includes language or derogatory remarks against our product or company when in the presence of the customer, equipment users, or on-site service providers.

NOTE: Reports of any authorized provider not adhering to our performance and professional standards may result in the immediate dismissal of providers account from the list of quality service providers.

*Service calls requiring more than two visits require prior written approval. Without prior approval, any warranty claim with respect to such services will be rejected and compensation for any services provided in pursuant to the warranty claim will be denied.

By signing this document you acknowledge that you have read and fully understand the basic guidelines listed in the *Performance and Professionalism Policy* and will strive to provide your customers with this level of service.

____
Print Name

____
Title

____
Authorized Signature (Owner, Partner, Principal)

____
Date

WARRANTY DISCLAIMER AND LIMITATION OF LIABILITY

TRUE/Octane make no representations or warranties to *Servicer* with respect to any products or this agreement, save and except as set forth in writing within any TRUE Fitness Technology, Inc. Annual Servicer Agreement between *TRUE*/*Octane* and *Servicer* (“Service Provider Agreement”).

TRUE/OCTANE HEREBY EXCLUDE AND DISCLAIM, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL EXPRESSED OR IMPLIED WARRANTIES WITH RESPECT TO *TRUE*/*OCTANE* PRODUCTS AND/OR ANY PRODUCT LITERATURE/COMPONENT PARTS PROVIDED TO *SERVICER* BY *TRUE*/*OCTANE* IN CONJUNCTION WITH THE WARRANTY SERVICES TO BE PROVIDED BY *SERVICER*, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTY OF MERCHANTABILITY, THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND/OR ANY EXPRESS OR IMPLIED WARRANTIES UNDER SECTION 1793.6 OF THE SONG-BEVERLY CONSUMER WARRANTY ACT, CALIFORNIA CIVIL CODE, § 1790 ET SEQ. (IF APPLICABLE), AND ANY AMENDMENTS THERETO FROM TIME TO TIME AND AT ANY TIME.

IN NO EVENT SHALL *TRUE/OCTANE* BE LIABLE TO *SERVICER* OR ANY THIRD PARTY FOR ANY LOST PROFITS OR FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, WHETHER BASED ON CONTRACT, TORT OR ANY OTHER LEGAL THEORY, RELATIVE TO *TRUE* OR *OCTANE* PRODUCTS.

Servicer shall not make any warranty or representation to any customer as to *TRUE*/*Octane* products or promise any remedies or return policies relating thereto which is/are different from or in addition to the warranties, representations, remedies and repair/replacement policies contained in *TRUE*/*Octane’s* written product literature and product packaging inserts, if any, as amended from time to time, including, but not limited to, any warranty or representation beyond the minimum warranty required by (to the extent applicable) the California Song-Beverly Consumer Warranty Act (“CSBCWA”), California Civil Code § 1790 et seq. with respect to *TRUE* or *Octane* customers residing in California. *Servicer* shall strictly comply with all applicable disclosure requirements under the CSBCWA (including, without limitation, § 1793.1(b) thereof and any amendment(s) and/or successor provision(s) thereto).

Servicer hereby also agrees to provide only those particular warranty services contemplated hereunder and/or within the “Servicer Provider Agreement,” which services shall constitute customer’s sole and exclusive warranty from *TRUE*/*Octane* and/or *Servicer* relative to *TRUE*/*Octane* products. *Servicer* agrees to indemnify, defend, save and hold *TRUE*/*Octane* harmless from any claims, losses or damages resulting from a breach by *Servicer* of the provisions of this paragraph to the fullest extent permissible under applicable law.

This Agreement shall be deemed to have been executed in the State of Missouri and governed, construed, and the legal relations of the parties shall be determined in accordance with the laws of the State of Missouri, notwithstanding the fact that one or more parties may be from states other than Missouri. The parties hereby agree, for purposes of judicial resolution of disputes concerning this Agreement, to submit the matter and themselves to the jurisdiction of the U.S. District Court for the Eastern District of Missouri, which is the competent authority for such dispute.

The entire understanding and agreement between the parties with respect to the subject matter hereof is set forth in this Agreement, save and except the “Servicer Provider Agreement.” No purported amendment, modification or waiver of any provision hereof shall be binding unless set forth in a writing signed by both parties (in the case of amendments and modifications) or by the party to be charged thereby (in the case of waivers). Upon execution of this Agreement by all parties hereto, the provisions hereof shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

By signing this document you acknowledge and accept the *WARRANTY DISCLAIMER AND LIMITATION OF LIABILITY*.

Print Name	Title
Authorized Signature (Owner, Partner, Principal)	Date

Customer Portal

Signing Up for the Customer Portal

The Customer Portal is your online resource for TRUE and Octane products. To sign up:

1. You must first decide who will be your Account Director. **Your Account Director will have full access to your account and is responsible for creating any additional users that your company might require.**

2. Send the following information to service@truefitness.com and you will receive an activation email within 24 hours (one business day):

   Account Director First and Last Name: ____________________

   Email: ____________________

   Phone: ____________________

   TRUE Account Number: ____________________

Customer Portal Features

Online Ordering and Tracking

Place an order for service parts at your convenience and track any them from our warehouse to your door and every stop between with the built-in order tracking function.

Product Info

24/7 access to our full product database which includes Technical Manuals, Diagrams, Owner’s Manuals, Parts Lists, Specification sheets, Marketing Materials, and more.

Labor Claims

Place, view and track your labor claims through every step of the approval process. Easily communicate with your claim representative through the built-in notation function.

Product Warranty

Register your customer’s product and/or verify a product’s warranty status in seconds using the streamlined warranty interface.

Bulletins

Stay up to date with the latest information and automatically receive important bulletins directly to your service portal account.

Troubleshooting

Communicate your troubleshooting steps to the service team at any hour of the day by accessing your trouble tickets online.

TRUE FITNESS

TRUE // Octane

Uniform Sales and Use Tax Resale Certificate Multi-jurisdiction

This section only applies to the United States.

The below-listed states have indicated that this certificate is acceptable as a resale/exemption certificate for sales/use tax, subject to the instructions and notes on the following pages. The issuing Buyer and the recipient Seller have the responsibility to determine the proper use of this certificate under applicable laws in each state, as these may change from time to time.

Issue to Seller: ______________________________

Address: ______________________________

I certify that

Name of Firm (Buyer): ______________________________

Address: ______________________________

is engaged as a registered: ☐ Wholesaler ☐ Retailer ☐ Seller (CA) ☐ Manufacturer ☐ Lessor (see *NOTES:* on the following pages)

☐ Other (specify) ______________________________

And is registered for sales/use tax with the below-listed states and cities within which Seller would deliver purchases to Buyer and that any such purchases are for wholesale, resale, or ingredients or components of a new product or service to be resold, leased, or rented in the normal course of business. Buyer is in the business of wholesaling, retailing, manufacturing, leasing (renting), or selling the following:

Description of Business: ______________________________

General description of tangible property or taxable services to be purchased from the seller: ______________________________

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State	State Registration, Seller's Permit, or Id Number of Purchaser	State	State Registration, Seller's Permit, or Id Number of Purchaser	State	State Registration, Seller's Permit, or Id Number of Purchaser
AK/ ARSSTC[1]		IA		ND	
		KS[13]		OH[23]	
AL[2]		KY[14]		OK[24]	
AR		ME[15]		PA[25]	
AZ[3]		MD[16]		RI[26]	
CA[4]		MI[17]		SC	
CO[5,6]		MN[18]		SD[27]	
CT[7]		MO[19]		TN[28]	
FL[8]		NE		TX[29]	
GA[9]		NV[20]		UT	
HI[5,10]		NJ		VT[30]	
ID[11]		NM[5,21]		WA[31]	
IL[5,12]		NC[22]		WI[32]	

I further certify that if any property or service so purchased tax free is used or consumed by the firm as to make it subject to a sales or use tax we will pay the tax due directly to the proper taxing authority when state law so provides or inform the seller for added tax billing. This certificate shall be a part of each order, which we may hereafter give to you, unless otherwise specified and shall be valid until canceled by us in writing or revoked by the city or state. Under penalties of perjury, I swear or affirm that the information on this form is true and correct as to every material matter.

______________________________ ______________________________ ______________________________

Authorized Signature (Owner, Partner, Principal) Title Date

Instructions

In order to comply with state and local sales tax law requirements, the Seller must have in its files a properly completed exemption certificate from all of its customers (Buyers) who claim a sales/use tax exemption. If the Seller does not have this certificate, it is obliged to collect the tax for the state in which the property or service is delivered. Generally, a Buyer must be registered as a retailer for sales/use tax in states where the Buyer has sales/use tax nexus.

The sales/use tax registration number for the state should be entered on this certificate in the box for that state. A Buyer has sales/use tax nexus in a state if the Buyer has physical presence in that state or has made sufficient sales to customers in that state to have sales/use tax economic nexus. The threshold of sales activity needed to establish sales/use tax economic nexus may differ by state. If the Buyer is entitled to claim a resale sales tax exemption or exclusion, the Buyer should complete the certificate and send it to the Seller at the time of purchase or as soon thereafter as possible. If the Buyer purchases tax free for a reason other than resale, ingredient or component exemption, the Buyer cannot use this form and must provide to the Seller the proper state exemption certificate for that specific exemption.

CAUTION: Misuse of this certificate by Buyer, Seller, lessor, lessee, or the representative thereof may be punishable by fine, imprisonment or loss of right to issue or accept a certificate in some states or cities.

NOTES:

1. **Alaska Remote Sellers Sales Tax Commission (ARSSTC):** This certificate is valid as a resale certificate only if it contains the purchaser's name, address, signature and either the purchaser's ARSSTC Remote Reseller Certificate of Exemption number or the purchaser's resale certificate number issued by the local taxing jurisdiction. The purchaser should also provide a general description of the tangible personal property or taxable services that are being purchased from the seller. The purchaser's claim for exemption may be verified by calling the ARSSTC at 907-790-5300.
2. **Alabama:** Each retailer shall be responsible for determining the validity of a purchaser's claim for exemption.
3. **Arizona:** This certificate may be used only when making purchases of tangible personal property for resale in the ordinary course of business, and not for any other statutory deduction or exemption. It is valid as a resale certificate only if it contains the purchaser's name, address, signature, and Arizona transaction privilege tax (or other state sales tax) license number, as required by Arizona Revised Statutes § 42-5022, *Burden of proving sales not at retail.*
4. **California:**
   A. This certificate is not valid as an exemption certificate. Its use is limited to use as a resale certificate subject to the provisions of Title 18, California Code of Regulations, Section 1668 (Sales and Use Tax Regulation 1668, Resale Certificate).
   B. By use of this certificate, the purchaser certifies that the property is purchased for resale in the regular course of business in the form of tangible personal property, which includes property incorporated as an ingredient or component part of an item manufactured for resale in the regular course of business.
   C. When the applicable tax would be sales tax, it is the seller who owes that tax unless the seller takes a timely and valid resale certificate in good faith.
   D. A valid resale certificate is effective until the issuer revokes the certificate.
5. **Colorado, Hawaii, Illinois, and New Mexico do not permit the use of this certificate to claim a resale exemption for the purchase of a taxable service for resale.**
6. **Colorado:** Sellers should review 1 Code Colo. Regs. 201-1, Rule 39-26-105-3 (Documenting Exempt Sales) prior to accepting this form. The Colorado Department of Revenue collects and administers the state sales and use taxes and the sales and use taxes of certain cities, counties, and special districts (see department publication DR 1002). Use of this form (along with the other documentation required by department rule) is acceptable for taxes administered by the Colorado Department of Revenue. This form may not be accepted by self-collecting Colorado home-rule cities. Sellers are advised to contact those cities directly for further instruction.
7. **Connecticut:** This certificate is not valid as an exemption certificate. Its use is limited to use as a resale certificate subject to Conn. Gen. State §§12-410(5) and 12-411(14) and regulations and administrative pronouncements pertaining to resale certificates. The good faith of the seller will be questioned if it has knowledge of facts which give rise to a reasonable inference that the purchaser does not intend to resell the property, as, for example, knowledge that the purchaser of particular merchandise (or service) is not engaged in the business of selling that kind of merchandise (or service).
8. **Florida:** Allows the Multi-state Tax Commission's Uniform Sales and Use Tax Resale Certificate – Multi-jurisdiction for tax-exempt purchases for resale; however, the selling dealer must also obtain a resale authorization number from the Florida Department of Revenue at floridarevenue.com/taxes/certificates, or by calling 877-357-3725, and entering the purchaser's Florida Annual Resale Certificate number.

9. Georgia:

A. The purchaser's state-of-registration number will be accepted in lieu of Georgia's registration number when the purchaser is located outside Georgia, does not have nexus with Georgia, and the tangible personal property is delivered by drop shipment to the purchaser's customer located in Georgia.

B. The certificate relieves the seller from the burden of proof on sales for resale if the seller acquires from the purchaser a properly completed certificate, taken in good faith, from a purchaser who:

i. Is engaged in the business of selling tangible personal property;
ii. Has a valid sales tax registration number at the time of purchase and has listed his or her sales tax number on the certificate; and
iii. At the time of purchasing the tangible personal property, the seller has no reason to believe that the purchaser does not intend to resell it in his or her regular course of business.

10. Hawaii: Allows this certificate to be used by the seller to claim a lower general excise tax rate or no general excise tax, rather than the buyer claiming an exemption. The no tax situation occurs when the purchaser of imported goods certifies to the seller, who originally imported the goods into Hawaii, that the purchaser will resell the imported goods at wholesale. If the lower rate or no-tax does not in fact apply to the sale, the purchaser is liable to pay the seller the additional tax imposed. See Hawaii Dept. of Taxation Tax Information Release No. 93-5, November 10, 1993, and Tax Information Release No. 98-8, October 30, 1998.

11. Idaho: This certificate may be used only when making purchases of tangible personal property for resale in the ordinary course of business, and not for any other statutory deduction or exemption. It is valid as a resale certificate only if it complies with Idaho Code Section 63-3622(c).

12. Illinois:

A. Use of this certificate in Illinois is subject to the provisions of 86 Ill. Adm. Code Ch.I, Sec. 130.1405 (Seller's Responsibility to Obtain Certificates of Resale and Requirements for Certificates of Resale). Illinois does not have an exemption for sales of property for subsequent lease or rental, except as follows:
i. A motor vehicle that is used for automobile renting subject to the Automobile Renting Occupation and Use tax Act (35 ILCS 120/2-5(7)) and
ii. Merchandise that the purchaser certifies is purchased to be rented subject to the Rental Purchase Agreement Occupation and Use Tax Act (35 ILCS 120/2-5(43)).
Buyers purchasing items for lease or rental that meet either of these two exceptions should not use this Uniform Sales and Use Tax Resale Certificate, but instead must provide to Sellers proof of registration for the Automobile Renting Occupation and Use Tax or the Rental Purchase Agreement Occupation and Use Tax, as appropriate, and, in the case of the Rental Purchase Agreement Occupation and Use Tax, should use Form ST-261 (Exemption Certificate for Property Subject to Rental Purchase Agreement Tax).

B. The use of this certificate for claiming resale purchases of services does not have any application in Illinois.

C. The registration number to be supplied next to Illinois on page 1 of this certificate must be the Illinois registration or resale number; no other state's registration number is acceptable.

D. "Good faith" is not the standard of care to be exercised by a retailer in Illinois. A retailer in Illinois is not required to determine whether the purchaser actually intends to resell the item. Instead, a retailer must confirm that the purchaser has a valid registration or resale number at the time of purchase. If a purchaser fails to provide a certificate of resale at the time of sale in Illinois, the seller must charge the purchaser tax.

E. While there is no statutory requirement that blanket certificates of resale be renewed at certain intervals, blanket certificates should be updated periodically, and no less frequently than every three years.

13. Kansas: Purchaser must enter a valid Kansas Registration Number issued by the Kansas Department of Revenue. Exemption certificates must be obtained from the purchaser at the time of the sale, but no later than 90 days subsequent to the date of sale. This resale certificate may only be used as a resale exemption certificate or ingredient or component part exemption certificate. This resale certificate may not be used by contractors to purchase materials without sales tax. This resale certificate may not be used by Manufacturing Companies to purchase machinery and equipment without sales tax. See Kansas Certificate ST-201. This resale certificate need not be renewed or updated when there is a recurring business relationship between the buyer and seller. A recurring business relationship exists when a period of no more than 12 months elapses between sales transactions. This resale certificate cannot be used by contractors to purchase labor services from other contractors without tax.

14. Kentucky:

A. Kentucky does not permit the use of this certificate to claim a resale exclusion for the purchase of admissions.

B. This certificate is not valid as an exemption certificate. Its use is limited to use as a resale certificate subject to the provisions of Kentucky Revised Statute 139.270.

C. The use of this certificate by the purchaser constitutes the issuance of a blanket certificate in accordance with Kentucky Administrative Regulation 103 KAR 31:111.

15. Maine: This state does not have an exemption for sales of property for subsequent lease or rental. This certificate is not valid for use by manufacturers purchasing tangible personal property that becomes an ingredient or component part of a product manufactured by the manufacturer. Please use Maine's Industrial Users Exemption Certificate (ST-A-117).

16. Maryland: This certificate is not valid as an exemption certificate. Its use is limited to use as a resale certificate subject to the provisions of MdTax–Gen§11-408(b). All claims for the resale exclusion,even those made with this certificate, must include the Buyer's Maryland sales and use tax registration number. Certificates without a Maryland sales and use tax registration number will not be honored by the State. However, in lieu of a sale and use tax registration number, sellers may accept resale certificates that bear the exemption number issued to a religious organization. Exemption certifications issued to religious organizations consist of 8 digits, the first two of which are always "29". Maryland sales and use tax registration numbers, exemptions, and direct pay numbers may be verified on the website of the Comptroller of the Treasury at www.marylandtaxes.gov.

17. **Michigan:** Blanket certificates are effective for a period of four years unless a lesser period is mutually agreed to and stated on this certificate. A seller who receives and maintains a record of a properly completed certificate is not generally liable for sales or use tax on the transaction, even if a purchaser improperly claims an exemption. There are certain limited situations in which a seller can be liable for the tax, such as those involving fraud on the part of the seller. For more information, see revenue Administrative Bulletin (RAB) 2016 -14.

18. **Minnesota:** Purchaser's Minnesota tax identification number should be inserted into the row labeled "MN " in the state chart on page 1. If purchaser does not have a Minnesota tax identification number, the following are acceptable: Purchaser's tax identification number issued by a state other than Minnesota and the name of the state; Purchaser's federal Employer identification number; The number of Purchaser's valid state-issued driver's license, or a valid state-issued identification number, along with the state of issue. Purchaser must identify purchaser's type of business using Minnesota's business-type coding system. Check the correct box near the top of page 1. If you check the box labeled "Other," provide the appropriate Minnesota business code in the space following the "Other" check box. You can find a list of Minnesota business codes on the Minnesota exemption certificate (Form ST3). Purchaser must update the certificate data, as necessary, if this certificate is to be used as a blanket exemption certificate for continuing future purchases. Note that Minnesota allows this certificate to be used to claim a resale exemption only. It does not permit this certificate to be used to claim any other type of exemption. To claim an exemption other than resale, use the Minnesota exemption certificate (Form ST3) or the Streamlined Sales Tax Governing Board exemption certificate (Form F0003).

19. **Missouri:**

    A. Purchases who improperly purchase property or services sales-tax free using this certificate may be required to pay the tax, interest, additions to tax or penalty.
    B. Even if property is delivered outside Missouri, facts and circumstances may subject it to Missouri tax, contrary to the second sentence of the first paragraph of the above instructions.

20. **Nevada:**

    A. This certificate is not valid as an exemption certificate. Its use is limited to use as a resale certificate subject to the provisions of NRS 372.165, NRS 372.170, NRS 372.175 and NRS 372.180 regarding sales tax, and NRS 372.235, NRS 372.240 and NRS 372.245 regarding use tax.
    B. By use of this certificate, the purchaser certifies that the property is purchased for resale in the regular course of business in the form of tangible personal property, which includes property incorporated as an ingredient or component of an item manufactured for resale in the regular course of business.
    C. When the applicable tax would be sales tax, it is the Seller who owes that tax unless the Seller takes a timely and valid resale certificate.
    D. A valid resale certificate is typically effective until the issuer revokes the certificate, but periodic renewal of the certificate is recommended.
    E. Contractors are generally considered consumers of tangible personal property pursuant to NAC 372.200 and are unable and should not use this certificate, and Sellers should not accept it from a contractor.

21. **New Mexico:** For transactions occurring on or after July 1, 1998, New Mexico will accept this certificate in lieu of a New Mexico nontaxable transaction certificate and as evidence of the deductibility of a sale tangible personal property provided:

    A. This certificate was not issued by the State of New Mexico;
    B. The buyer is not required to be registered in New Mexico; and
    C. The buyer is purchasing tangible personal property for resale or incorporations as an ingredient or component of a manufactured product.

22. **North Carolina:** This certificate is not valid as an exemption certificate or if signed by a person such as a contractor who intends to use the property. Its use is subject to G.S. 105-164.28 and any administrative rules or directives pertaining to resale certificates.

23. **Ohio:**

    A. The buyer must specify which one of the reasons for exemption on the certificate applies. This may be done by circling or underlining the appropriate reason or writing it on the form above the state registration section. Failure to specify the exemption reason will, on audit, result in disallowance of the certificate.
    B. If no certificate is provided or obtained from the buyer at the time of the sale or within ninety days after the date on which such sale is consummated, it shall be presumed that the tax applies.

24. **Oklahoma:** Would allow this certificate in lieu of a copy of the purchaser's sales tax permit as one of the elements of "properly completed documents" which is one of the three requirements which must be met prior to the vendor being relieved of liability. The other two requirements are that the vendor must have the certificate in his possession within ninety (90) days subsequent to the date of sale and must accept the documentation in good faith. The specific documentation required under OAC 710-:65-7-6 is: Written certification containing the purchaser's name, address, type of business, sales tax permit number, and the signature of the purchaser. OAC 710:65-7-8.

    Absent strict compliance with these requirements, Oklahoma holds a seller liable for sales tax due on sales where the claimed exemption is found to be invalid, for whatever reason, unless the Tax Commission determines that purchaser should be pursued for collection of the tax resulting from improper presentation of a certificate.

25. **Pennsylvania:** This certificate is not valid as an exemption certificate. It is valid as a resale certificate subject to the provisions of 61PA Code §32.3. The buyer should enter their eight-digit Pennsylvania Sales and Use Tax license number. If the buyer does not have a Pennsylvania Sales and Use Tax license number, they must provide an explanation as to why they are not licensed.

26. **Rhode Island:** This certificate can be used to claim a resale exemption only when the item will be resold in the same form. It does not permit this certificate to be used to claim any other type of exemption.

27. **South Dakota:** Services which are purchased by a service provider and delivered to a current customer in conjunction with the services contracted to be provided to the customer are claimed to be for resale. Receipts from the sale of a service for resale by the purchaser are not subject to sales tax if the purchaser furnishes a resale certificate which the seller accepts in good faith. In order for the transaction to be a sale for resale, the following conditions must be present:

    A. The service is purchased for or on behalf of a current customer;
    B. The purchaser of the service does not use the service in any manner; and
    C. The service is delivered or resold to the customer without any alteration or change.

28. **Tennessee:** This certificate may only be used to claim a resale exemption for purchases of tangible personal property or taxable services, amusements, or digital products that are for resale; or a component part of a manufactured, assembled, processed, or refined product that is for resale. This certificate may not be used to claim any other type of exemption in Tennessee.

    A Tennessee supplier that sells tangible personal property or taxable services to an out-of-state dealer for resale and drop ships the goods to the out-of-state dealer's Tennessee customer, may accept a resale certificate issued by another state, a fully completed Streamlined Sales and Use Tax Exemption Certificate, or the Uniform Sales and Use Tax Resale Certificate – Multi-jurisdiction that includes the sales tax ID number issued by the other state to make drop shipped sales for resale without tax. See important notice 22-01 Drop Shipment Rule Repealed for more information.

    Any tangible personal property or other taxable item or service purchased without the payment of tax using this resale certificate, that is later used or consumed in any manner by the buyer, or is given away, must be reported and the tax paid directly to the Tennessee Department of Revenue.

29. **Texas:** Items purchased for resale must be for resale within the geographical limits of the United States, its territories and possessions.

30. **Vermont:** The reseller must be registered to collect Vermont sales tax. Vermont allows this certificate to be used to claim a resale exemption for goods only, not component parts to a service. It is not to be used by contractors. Vermont's manufacturing exemption is limited to property consumed in the manufacturing process, used directly and exclusively in the manufacturing process, or packaging or shipping materials for use by a manufacturer or wholesale distributor. Any other uses and the use for any other exemptions is not permitted.

    While there is no statutory requirement that blanket certificates of resale be renewed at certain intervals, blanket certificates should be updated periodically, and no less frequently than every three years.

31. **Washington:** Buyer acknowledges that in addition to the amount of tax due, the misuse of this form may result in interest and penalties being imposed by law.

32. **Wisconsin:** Allows this certificate to be used to claim a resale exemption only. It does not permit this certificate to be used to claim any other type of exemption.

DIRECT CUSTOMERS/CORPORATE ACCOUNTS
PRODUCT SUPPORT
NORTH AND SOUTH AMERICA

service.direct@truefitness.com | 800.868.8783
8:30am - 5:00pm (CST) Monday - Friday

When contacting TRUE Product Support, please have the following information ready:

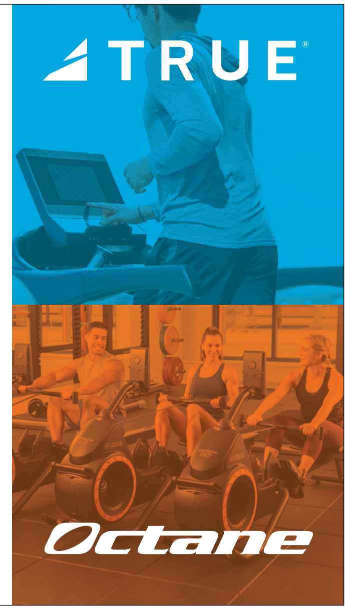
+ Model Number
+ Serial Number
+ Contact Information—Full Name, Email, and Phone Number
+ Address of Facility or Residence
+ Detailed Description of the Problem (*along with pictures or video if applicable*)

Online Support Resource: portal.truefitness.com

The Customer Portal is your online support resource for:

+ Submitting a Troubleshooting Ticket
+ Placing and Tracking Orders
+ Submitting Labor Claims
+ Registering Product Warranty
+ Accessing Product Information (Bulletins, Owner's Manuals, Service Manuals, Exploded Model Views, Parts Lists, Service Videos, and more)

To sign up for the customer portal, send an email to service@truefitness.com and include the following information: Account Director First and Last Name, Email Address, Phone Number, and TRUE/Octane Account Number



RETAIL CUSTOMERS/DISTRIBUTORS
PRODUCT SUPPORT
NORTH AND SOUTH AMERICA

service@truefitness.com | 800.883.8783
customerservice@octanefitness.com | 800.726.9662
8:30am - 6:00pm (CST) Monday - Thursday
8:30am - 5:00pm (CST) Friday

When contacting TRUE Product Support, please have the following information ready:

+ Model Number
+ Serial Number
+ Contact Information—Full Name, Email, and Phone Number
+ Address of Facility or Residence
+ Detailed Description of the Problem (*along with pictures or video if applicable*)

Online Support Resource: portal.truefitness.com

The Customer Portal is your online support resource for:

+ Submitting a Troubleshooting Ticket
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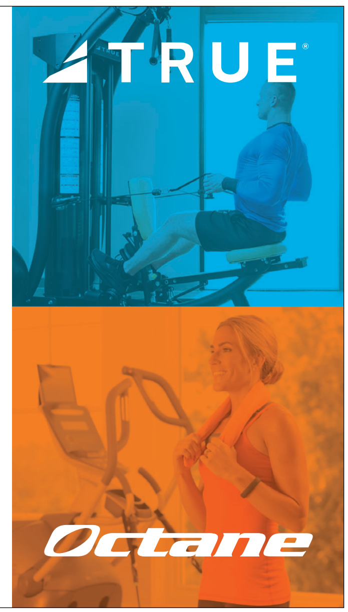


DIRECT/RETAIL CUSTOMERS
PRODUCT SUPPORT
INTERNATIONAL

int.service@truefitness.com

When contacting TRUE Product Support, please have the following information ready:

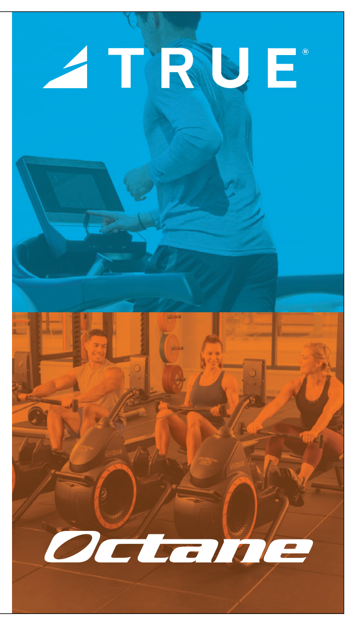
+ Model Number
+ Serial Number
+ Contact Information—Full Name, Email, and Phone Number
+ Address of Facility or Residence
+ Detailed Description of the Problem (*along with pictures or video if applicable*)

Online Support Resource: portal.truefitness.com

The Customer Portal is your online support resource for:

+ Submitting a Troubleshooting Ticket
+ Placing and Tracking Orders
+ Submitting Labor Claims
+ Registering Product Warranty
+ Accessing Product Information (Bulletins, Owner's Manuals, Service Manuals, Exploded Model Views, Parts Lists, Service Videos, and more)

To sign up for the customer portal, send an email to int.service@truefitness.com and include the following information: Account Director First and Last Name, Email Address, Phone Number, and TRUE/Octane Account Number



WARRANTY INFORMATION

COMMERCIAL WARRANTY

CARDIO

WARRANTY ITEM	VAPOR, APEX	GRAVITY PLUS	GRAVITY	ADX, RO, SURGE
Frame*	7 Years	7 Years	7 Years	5 Years
Parts	3 Years	3 Years	3 Years	3 Years
Consoles	3 Years	3 Years	3 Years	2 Years
Labor**	2 Years	2 Years	1 Year	1 Year
Wear Items***	180 Days	180 Days	180 Days	90 Days

STRENGTH

WARRANTY ITEM	PALLADIUM, FUSE XL, FORCE, FITNESS LINE, ATLAS, XFT, XFW, MP, SM, FT, FS
Frame*	10 Years
Parts	5 Years
Cables and Linear Bearings	1 Year
Labor**	1 Year
Wear Items***	90 Days

FLEXIBILITY

WARRANTY ITEM	STRETCH
Parts	1 Year
Wear Items***	90 Days

Warranty does not cover damage or equipment failure resulting from or caused by improper assembly/installation, accident, misuse, abuse, unauthorized modification, or failure to provide reasonable and necessary maintenance.

*Frame is the serialized base of the unit and does not include paint or coatings.

**Labor is available for equipment located within United States and Canada.

***Wear Items include: batteries, covers, caps, badges, paint, pedal straps, toe clips, elliptical pedal inserts, foot pads, Coax/TV, HDMI, USB, mirroring or Ethernet connections, and safety key.

See Warranty Details for terms, conditions, and complete coverage details.

TRUE FITNESS

TRUE Fitness may offer alternative warranties to purchasers of commercial equipment for limited-use commercial* or in-home use.** This policy ensures that customers who use commercial equipment for limited-use commercial or in-home use may receive alternative warranty coverage, provided they meet the specified requirements. It's important to note that the specific terms and conditions of the alternative warranty, as well as the eligibility criteria, may vary depending on the product and TRUE's policies at the time of purchase. Customers should review the warranty terms and contact TRUE for precise details.

*To be eligible for the alternative limited-use commercial warranty, equipment use cannot exceed 6-hours use a day or be for use in a membership, dues paying, or institutional facility.

**To be eligible for the alternative in-home use warranty, equipment must be registered to a home address and cannot be used outside of the purchaser of the equipment and their immediate family.

Customers must provide TRUE with the following within 30 days of installation of the commercial-rated equipment:

- Purchase agreement.
- Proof of professional delivery and installation.
- TRUE will register the alternative warranty for the purchaser and implement it within 90 days of receiving the required documentation if such an alternative warranty is available for the specific product.

LIMITED-USE COMMERCIAL WARRANTY*

CARDIO				
WARRANTY ITEM	**VAPOR, APEX**	**GRAVITY PLUS**	**GRAVITY**	**LAUNCH**
Frame***	7 Years	7 Years	7 Years	7 Years
Parts	5 Years	5 Years	5 Years	3 Years
Consoles	3 Years	3 Years	3 Years	3 Years
Labor****	3 Years	3 Years	2 Years	1 Year
Wear Items*****	180 Days	180 Days	180 Days	180 Days

IN-HOME USE WARRANTY**

CARDIO				
WARRANTY ITEM	**VAPOR, APEX**	**GRAVITY PLUS**	**GRAVITY**	**LAUNCH**
Frame***	12 Years	12 Years	12 Years	7 Years
Parts	10 Years	7 Years	7 Years	5 Years
Consoles	3 Years	3 Years	3 Years	3 Years
Labor****	2 Years	1 Year	1 Year	1 Year
Wear Items*****	180 Days	180 Days	180 Days	180 Days

Warranty does not cover damage or equipment failure resulting from or caused by improper assembly/installation, accident, misuse, abuse, unauthorized modification, or failure to provide reasonable and necessary maintenance.

***Frame is the serialized base of the unit and does not include paint or coatings.

****Labor is available for equipment located within United States and Canada.

*****Wear Items include: batteries, covers, caps, badges, paint, pedal straps, toe clips, elliptical pedal inserts, foot pads, Coax/TV, HDMI, USB, mirroring or Ethernet connections, and safety key.

See Warranty Details for terms, conditions, and complete coverage details.

WARRANTY DETAILS

All TRUE Fitness products are distributed by TRUE and are warranted to the original registered product purchaser and the parts of the TRUE product (the "Product") listed below, under normal use and service, shall be free of manufacturing defects in workmanship and materials only for the specified period of time.

NOTE:

- Standard shipping is included with warranty part replacement.
- Shipping for warranty frame or replacement is included for the period of three years from the original date of purchase.

All Warranty Items are "LIMITED"

- This limited warranty does not cover damage or equipment failure resulting from or caused by improper assembly/installation, failure to follow instructions and warnings in owner's manual, accident, misuse, abuse, unauthorized modification, failure to provide reasonable and necessary maintenance, software version upgrades, compatibility with third party/aftermarket hardware, software, applications, or websites.
- TRUE's liability shall under no circumstances exceed the actual amount paid by you for the product, nor shall TRUE under any circumstances be liable for any consequential, incidental, special or punitive damages or losses, whether direct or indirect.
- Some states or countries do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.
- TRUE will neither assume nor authorize any person to assure for us any other obligation or liability concerning the sale of this Product. Under no circumstances shall TRUE be liable under this warranty, or otherwise, of any damage to any person or property, including any lost profits or lost savings, for any special, indirect, secondary, incidental, or consequential damages arising out of the use of or inability to use this Product.
- This limited warranty, which is given expressly and in lieu of all other express warranties, constitutes the only warranty made by TRUE.
- The remedies described herein are your sole and exclusive remedies and TRUE's entire liability for any breach of this limited warranty.
- No one is authorized to change, modify, or extend the terms of this limited warranty.
- This limited warranty is in lieu of all other warranties of any kind either expressed or including but not limited to implied warranties of merchant.
- This limited warranty applies to the product only while the product remains in the possession of the original purchaser and is not transferable.
- This limited warranty becomes VALID ONLY if the Product is initially assembled/installed by a TRUE authorized dealer/technician (if anyone other than a TRUE authorized dealer/technician initially assembles and installs the Product, this limited warranty will be void unless the written authorization of TRUE is first obtained).
- This limited warranty can be processed only if the warranty registration form is completed on-line; or if the form provided with equipment is filled in, signed by the original purchaser, and mailed to TRUE within 30 days of purchaser's receipt of this Product.
- All serial numbers must be intact on the Product for this limited warranty to be valid.
- Installation or download of any 3rd party or after-market products will result in voided warranty. This includes, but is not limited to, electrical and mechanical parts, software, or applications.
- TRUE will ship to an authorized service provider any new or rebuilt replacement part or component, or at our option, replace or refund the Product.
- Replacement parts are warranted for the remaining portion of the original warranty period.
- Proof/receipts of necessary maintenance may be required within 30 days of requested warranty part or service.
- This limited warranty does not apply to the performance of the heart rate accuracy will not be warranted as performance varies, based on user's physiology, age, method of use, and other eternal factors.

TRUE FITNESS

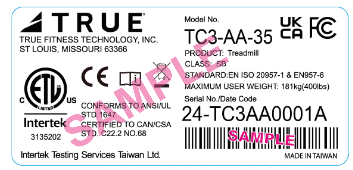
WARRANTY REGISTRATION

Thank you for purchasing a TRUE product! To validate your product warranty, you must register your product within 30 days of purchaser's receipt of this product.

To register your product:

- Go online to: https://truefitness.com/support/warranty-registration/
  OR
- Complete the information below and mail to:
  TRUE Product Support
  865 Hoff Road
  St. Louis, MO 63366

PLEASE RETAIN THIS PORTION FOR YOUR RECORDS
BASE SERIAL NUMBER:
CONSOLE SERIAL NUMBER:



WARRANTY REGISTRATION

Base Serial Number

Console Serial Number

Purchase Date

Company (if applicable)

Customer Name (First and Last)

Email Address

Phone Number

Street Address

City

State

Postal Code

Country