



Limited Warranty

ZeroWheel Device



0 Introduction

Our company wants to ensure our customers are happy and enjoy a quality product experience. After your ZeroWheel is delivered, we provide a 30-day, no-questions-asked refund policy. If you are unhappy with your ZeroWheel for any reason and would like to return your product, please contact support@zerowheel.com within 30 days from when your product is received.

ZeroWheel Limited Warranty ("Limited Warranty")

This Limited Warranty is given by ZeroWheel, Inc., whose registered address is at 1 Quarter Mile Road, Armonk, NY ("**ZeroWheel, Inc.**").

This Limited Warranty is a voluntary manufacturer's warranty and provides rights separate and in addition to any statutory rights provided to you by consumer law, which may vary from state to state.

If your ZeroWheel is defective, you have the right to choose whether to claim under this Limited Warranty or under applicable consumer rights laws, if any.

1 Coverage

- 1.1 This limited warranty covers ZeroWheels purchased from ZeroWheel, Inc. or its authorized resellers in the United States. A "**ZeroWheel**" includes a new or refurbished ZeroWheel or Customer Paid Replacement Part.
- 1.2 A "**Customer Paid Replacement Part**" includes any genuine ZeroWheel replacement part(s) and, if applicable, related repair labor completed by authorized ZeroWheel, Inc. technicians, to the extent such part or labor is purchased by you and not included under the traditional limited warranty coverage.
- 1.3 Under this Limited Warranty, ZeroWheel, Inc. warrants to you that your ZeroWheel will operate in accordance with its published specifications and shall be free from defects in the materials and workmanship under normal use for the relevant Warranty Period (described in §2) of this Limited Warranty. Certain Warranty Exceptions apply (described in §4) in this Limited Warranty.

2 Period

- 2.1 The Limited Warranty period starts from the date of purchase or date of delivery of your ZeroWheel, whichever is later.
- 2.2 The Warranty Period for your ZeroWheel, including all original components of your ZeroWheel, provides coverage for 1 year. All claims must be made within the relevant Warranty Period.
- 2.3 Any component repaired or replaced under this Limited Warranty shall be warranted for the remainder of the original Limited Warranty period or 30 days, whichever is longer, or for any additional period required by law.

3 Conditions

- 3.1 This Limited Warranty applies to you if you are the original purchaser of a ZeroWheel, or in the case of a gift, the original gift recipient, purchased directly from ZeroWheel, Inc. or one of its authorized resellers in the United States.
- 3.2 In the event of any claim under this Limited Warranty, you will be able to direct your claims to ZeroWheel, Inc., even in situations where you purchased a ZeroWheel from an authorized third party.

4 Exceptions

This Limited Warranty does not apply to:

- 4.1 normal wear and tear or normal aging of ZeroWheel;
- 4.2 cosmetic damage, including but not limited to corrosion, discoloration of paint or plastic, scratches or any other change in cosmetic appearance that does not affect ZeroWheel's performance;
- 4.3 any software elements, even if sold with or embedded in ZeroWheel, or obtained at any time through internet connectivity. ZeroWheel, Inc. does not warrant that the operation of ZeroWheel will be uninterrupted and/or error-free;
- 4.4 any non-ZeroWheel branded products;
- 4.5 any ZeroWheel missing serial numbers or that are, or that that ZeroWheel, Inc. reasonably believes to be stolen, counterfeit, or purchased from an unauthorized distributor or reseller;

- 4.6 any ZeroWheel that is moved to a location outside ZeroWheel, Inc.'s delivery areas in the United States. The provision of repair labor and other services under this Limited Warranty is limited to ZeroWheel, Inc.'s delivery areas in the United States;
- 4.7 damage or failure of ZeroWheel to the extent caused by:
 - 4.7.1 accidental damage, abuse, neglect, misuse, or improper maintenance or cleaning of ZeroWheel (including but not limited to rust or corrosion);
 - 4.7.2 any use that is contrary to the instructions in ZeroWheel's user manuals, technical specifications, or ZeroWheel, Inc.'s published guidance;
 - 4.7.3 using ZeroWheel in a manner or for a purpose for which it was not intended or beyond its design;
 - 4.7.4 use with a component or product (including a third party component or parts) that is not originally intended for or compatible with the applicable ZeroWheel (provided that the mere use (without damage or equipment failure) of non-genuine or third party parts will not void the warranty);
 - 4.7.5 services (including but not limited to attempted or actual assembly, reassembly, maintenance, installation, modification, relocation, or repair) performed by anyone other than a ZeroWheel, Inc. authorized service technician, except with ZeroWheel, Inc.'s prior approval and subject to the relevant third party complying fully with ZeroWheel, Inc.'s instructions (provided that the mere use (without damage or equipment failure) of unauthorized service providers will not void the warranty);
 - 4.7.6 modifications that are unauthorized or not recommended by ZeroWheel, Inc.; or
 - 4.7.7 external causes, including but not limited to water damage, exposure to sharp or foreign objects, exposure to excessive force, electrical wiring (including anomalies in the electrical current supplies to ZeroWheel), extreme thermal or environmental conditions.
- 4.8 data loss, including any damages or costs related to data recovery, removal, and installation. Repair or replacement of your ZeroWheel under this Limited Warranty may result in the loss of user-generated information or data stored on ZeroWheel;
- 4.9 incidental or consequential damages, economic loss, loss of property or profits, or loss of enjoyment or use (to the extent permitted by applicable law, ZeroWheel, Inc. is not responsible or liable for indirect, special, incidental or consequential damages, economic loss, loss of property or profits, loss of enjoyment or use, or other consequential or punitive damages of any nature whatsoever in connection with the purchase, use, repair or maintenance of equipment or parts, and ZeroWheel, Inc. will not provide monetary or other

compensation for any such repairs or replacement part costs, including but not limited to gym membership fees, work time lost, cost of substitute equipment, diagnostic visits, maintenance visits or transportation). Note that some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you; and

- 4.10** any damage or injury incurred during, or as a result of, any move, repair, attempted repair, installation or assembly of equipment by anyone other than a ZeroWheel, Inc. authorized service technician (all moves, repairs, installations or assemblies attempted by you or your agents are undertaken AT YOUR OWN RISK and ZeroWheel, Inc. will have no liability for any injury to persons or property arising from such attempted moves, repairs, installations or assemblies given that any attempt to move, repair, install or assemble fitness equipment creates a risk of injury and property damage).

5 Actions

- 5.1** If a defect covered by this Limited Warranty arises and you submit a Warranty Claim (described in §6) to ZeroWheel, Inc. within the applicable warranty period, ZeroWheel, Inc. will, in its discretion and as its sole obligations, either:
- 5.1.1** repair your ZeroWheel, and such repair may include new or refurbished parts;
 - 5.1.2** replace your ZeroWheel with a new or refurbished ZeroWheel, to provide you with a ZeroWheel at least functionally equivalent to the ZeroWheel that is being replaced;
 - 5.1.3** replace the affected ZeroWheel with a new or refurbished equivalent ZeroWheel; or
 - 5.1.4** provide you with a refund or partial refund for your ZeroWheel (which will take into account the elapsed time since delivery).
- 5.2** If your ZeroWheel is a special color or co-branded edition and it or any element thereof is no longer available, then ZeroWheel, Inc. may choose to provide the replacement option with a comparable model (or component) that does NOT contain the special color or co-branded markings.
- 5.3** All returned parts for which you have received a replacement under this Limited Warranty will become the property of, and title to such parts will transfer to, ZeroWheel, Inc.

6 Claims

- 6.1 To make a claim under this Limited Warranty, you must, upon discovering any nonconformity or defect, cease using ZeroWheel immediately and contact ZeroWheel Support. You can contact ZeroWheel Support by email at support@zerowheel.com or by phone at +1 (866) 943-3548.
- 6.2 You must provide ZeroWheel Support with:
- the serial number or order number of your ZeroWheel (if applicable);
 - proof of purchase or delivery indicating the date of purchase / delivery;
 - a description of the nonconformity or defect; and
 - photographs of the nonconformity or defect where they may assist ZeroWheel Support to assess the claim.
- 6.3 If ZeroWheel Support determines that it is necessary for you to return your ZeroWheel or a component to ZeroWheel, Inc., ZeroWheel Support will arrange for a collection of your ZeroWheel or provide you with a prepaid shipping label for the return of the applicable ZeroWheel or component. You must follow all directions provided by ZeroWheel Support and ensure that the defective ZeroWheel or its components are properly packed to protect it from damage during shipping. If you do not do so, ZeroWheel, Inc. will not be responsible for any damage that occurs to your ZeroWheel or components during shipment.
- 6.4 ZeroWheel, Inc. will be responsible for any collection or shipping costs associated with returning ZeroWheel or components to ZeroWheel, Inc.
- 6.5 Claims must be made within the specified warranty period.

7 Additional Information

- 7.1 ZeroWheel, Inc. will maintain and use any personal information received during a warranty claim under this Limited Warranty in accordance with its [Privacy Policy](#).
- 7.2 No employee or representative of ZeroWheel, Inc. or any third party is authorized to make any modification, extension or addition to this Limited Warranty. If any term of this Limited Warranty is held to be illegal or unenforceable, the remaining terms of this Limited Warranty will remain in full force and effect.
- 7.3 Any disputes between you and ZeroWheel, Inc. related to this Limited Warranty or the Product will be governed by the then-current dispute resolution procedures in ZeroWheel, Inc.'s [Terms of Use](#).

- 7.4 TO THE EXTENT PERMITTED BY LAW: (i) THIS LIMITED WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES AND REMEDIES, WHETHER ORAL, WRITTEN, STATUTORY, EXPRESS OR IMPLIED AND SUPERSEDES ANY PRIOR, CONTRARY OR ADDITIONAL REPRESENTATIONS; AND (ii) ZEROWHEEL, INC. DISCLAIMS ALL STATUTORY AND IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TO THE EXTENT SUCH IMPLIED WARRANTIES CANNOT BE DISCLAIMED, ZEROWHEEL, INC. LIMITS THE DURATION OF SUCH IMPLIED WARRANTIES TO THE DURATION SET FORTH IN THIS LIMITED WARRANTY. IN SOME JURISDICTIONS, ZEROWHEEL, INC. MAY NOT LIMIT THE DURATION OF AN IMPLIED WARRANTY, AND AS A RESULT, THE LIMITATION IN THE IMMEDIATELY PRECEDING SENTENCE MAY NOT APPLY.
- 7.5 ZEROWHEEL, INC.'S LIABILITY SHALL UNDER NO CIRCUMSTANCES EXCEED THE ACTUAL AMOUNT PAID BY YOU FOR THE DEFECTIVE PRODUCT, NOR SHALL ZEROWHEEL, INC. UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES OR LOSSES, WHETHER DIRECT OR INDIRECT.
- 7.6 SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.
- 7.7 ALL REFERENCES TO THE UNITED STATES OR CANADA HEREIN ARE APPLICABLE ONLY TO ZEROWHEEL DEVICES SOLD IN THAT APPLICABLE REGION.