

SA GREEN FITNESS LIMITED

SA Green Fitness Fitness Ltd, The Stables (Rear of Brooklyn House), 44 Brook Street, Shepshed, LE12 9RG. Registered in England No. 12358304

GENERAL SALES TERMS AND CONDITIONS (DECEMBER 2019)

DEFINITIONS

Additional Charge means any additional charge or amount payable under this Agreement;

Agreement means the agreement which incorporates these terms and conditions, and unless otherwise stated, the date of this Agreement is the date of the Customer's order if accepting an offer of SA Green Fitness, or the date of SA Green Fitness's acceptance if accepting an order from the Customer;

Conditions means these General Sales Terms and Conditions (August 2013); Contract Documents means each written quotation, offer, order, acceptance and/or other document forming part of this Agreement;

Contract Site means any site, premises or location of the Customer or any third party where SA Green Fitness is to deliver or install any Goods or perform any Services or where the Goods will be used;

Customer means the purchaser of the Goods and Services under this Agreement; SA Green Fitness means SA Green Fitness Fitness UK Limited, registered in England number 12358304;

Goods means all equipment, spare parts and other goods to be supplied by SA Green Fitness under this Agreement, including under any Warranty;

Normal Working Hours 8:30 am to 5:00 p.m. Monday to Friday (excluding statutory and English bank holidays);

Price means the price payable for all Goods and Services to be supplied by SA Green Fitness under this Agreement, as specified in the Contract Documents;

Services means all services and works, including installation and warranty repair services and advice in relation to layout and positioning of Goods at the Contract Site, to be supplied by SA Green Fitness under this Agreement; and

Warranty means the warranties given under the section entitled "Warranty Terms" in these Conditions, and any other applicable express, implied or collateral warranty, term or condition as to the specification, standard, quality, fitness for purpose or condition of any Goods or Services.

APPLICATION

Incorporation these terms and conditions shall apply to all quotations, offers, orders and contracts for the supply or hire of goods, services or works by SA Green Fitness. All terms and conditions of the Customer are hereby excluded.

Quotations and orders SA Green Fitness's quotations are not legally binding offers. Any quotation or offer made by SA Green Fitness shall be valid only for orders or acceptances received within 7 days of its date, and may be withdrawn at any time. The Customer's orders are subject to acceptance by SA Green Fitness.

Cancellation The Customer has no right cancel this Agreement. If the Customer purports to cancel this Agreement, then without prejudice to any other rights or remedies of SA Green Fitness, the Customer shall pay to SA Green Fitness 50% (excluding VAT) of the Price of all Goods and Services ordered by the Customer, within 7 days of demand from SA Green Fitness. This clause does not affect the Customer's rights arising out of a breach of this Agreement by SA Green Fitness.

SUPPLY AND DELIVERY

Supply Obligation SA Green Fitness agrees to supply and deliver and the Customer agrees take delivery of and pay for all Goods and Services on and subject to the terms of this Agreement.

Specifications the specifications for the Goods and Services shall be as stated in the Contract Documents, or to the extent not so stated, shall be in accordance with SA Green Fitness's specifications. SA Green Fitness may change the specifications for the Goods or Services to conform to any change in any law or standard applicable to the Goods occurring after the date of this Agreement.

Place of delivery Unless otherwise stated in the Contract Documents, all Goods will be delivered ex-works at the premises of SA Green Fitness, and SA Green Fitness may make an Additional Charge for delivering any Goods to any premises of the Customer or any third party.

Time for delivery SA Green Fitness agrees to use reasonable efforts to deliver the Goods and perform the Services and this Agreement, by any date or within any time stated in the Contract Documents, or if not stated, by such reasonable date or time as SA Green Fitness shall specify. Under normal circumstances delivery of any Goods (other than replacement parts) will be at least 6 months from the date of this Agreement. Time for delivery of the Goods or performance of this Agreement is not of the essence.

Any specified dates or times for delivery or performance are estimates only. If SA Green Fitness shall have failed to deliver or perform by any specified date or time, SA Green Fitness will deliver the Goods and perform the Services and this Agreement by such reasonable final date or time as SA Green Fitness shall further specify. SA Green Fitness shall not be considered to be in breach of this Agreement for delay in or non-delivery or performance, unless and until the Customer has given to SA Green Fitness notice on or after any specified final date or time for delivery or performance, and SA Green Fitness has failed to deliver or perform within at least 60 days following receipt of such notice.

If SA Green Fitness is delayed in or prevented from delivering the Goods or performing the Services or this Agreement as a result of any event beyond its reasonable control, including any delay or inability of the manufacturer or supplier to supply the Goods or any parts for the Goods to SA Green Fitness for any reason, any carriage or import delays, any delay in performance, breach, or non-performance of this Agreement by the Customer, or any delay, act or omission of any of the Customer's staff or contractors, or as a result of anything for which the Customer is responsible under this Agreement, then SA Green Fitness shall not be in breach of this Agreement and shall be entitled to a reasonable extension of time for delivery or performance.

Installation The Customer shall agree with SA Green Fitness a reasonable plan for delivery and installation of the Goods and performance of the Services, and in particular the

Customer shall agree with SA Green Fitness a schedule of dates on which SA Green Fitness may carry out such delivery, installation, and Services, allowing for 150% of SA Green Fitness's estimated hours, and at least 8 hour shifts during Normal Working Hours.

Site Conditions The Customer shall permit SA Green Fitness at any time to conduct a survey of each Contract Site. If, when SA Green Fitness commences delivery or installation of the Goods or provision of any Services at any Contract Site, or when SA Green Fitness carries out any inspection of any Contract Site, SA Green Fitness finds any differences between the Contract Site at that time and at the time of any previous survey or inspection, or between the Contract Site and stated or agreed assumptions concerning the Contract Site, or SA Green Fitness finds that any additional work may require above that which would be reasonably expected, as a result of unforeseeable ground or other conditions at the Contract Site, then SA Green Fitness shall be entitled to make an Additional Charge and to a reasonable extension of time, for any resulting additional work, costs and/or expenses.

Unless otherwise stated in the Contract Documents, the following assumptions are made concerning each Contract Site and the Customer shall be responsible for ensuring that: (1) any relevant parts of the site will be cleared and prepared by the Customer; (2) SA Green Fitness will have free and safe access to the site on foot and by vehicle, (3) there will be a reasonable unloading area for vehicles next to the building in which the Goods are to be installed, (4) there will be sufficient access and space to enable the Goods to be carried by hand to the areas in the building where they are to be

installed, (5) SA Green Fitness will be provided with reasonable facilities and assistance at the site next to where any work is to be carried out, including appropriate storage areas and a power supply; (6) no works will be required to pull down or dismantle any part of the Contract Site or any structure in order to provide sufficient room to get the Goods into the location where they are to be delivered or installed, (7) the Customer shall comply with all laws in relation to the site, shall provide a controller of site safety, and shall, where any personnel of SA Green Fitness is to work alone, provide an escort adequately trained in health and safety to offer or be able to call for first aid assistance, and where there is more than one, have a staff member on site adequately trained in health and safety, (8) that the site will be safe, and that SA Green Fitness will not have to deal with or make special provision for any safety hazards at the Contract Site, and (9) the Contract Site where the Goods shall be used shall meet all and any applicable safety legislation and standards.

Where any part of a building or structure at a Contract Site needs to be opened up, widened, dismantled or pulled down to enable delivery or installation of the Goods or provision of the Services, this shall be the responsibility of the Customer to carry out at its cost, together with all reinstatement work, and if SA Green Fitness agree to carry out this work, it shall be entitled to make an Additional Charge to the Customer.

Delay in delivery or installation If SA Green Fitness is unable to get access to a Contract Site, or the Contract Site is not ready for installation on the dates agreed with SA Green Fitness, or the Customer does not accept delivery of the Goods or Services when tendered by SA Green Fitness, or the Contract Site does not meet with the requirements of this Agreement such that it is not reasonable to commence work, then unless due to the neglect or default of SA Green Fitness: (1) SA Green Fitness shall be entitled to defer delivery and installation of the Goods and provision of the Services, (2) the Client shall pay for the cost of storage of the Goods, or shall at the request of SA Green Fitness make arrangements for the secure storage of the Goods at the Contract Site; (3) the Client shall pay for the cost of returning the Goods

to SA Green Fitness, and of redelivery of the Goods to the Contract Site; (4) the Client shall pay an Additional Charge for the wasted cost of labour (including stand-down costs) for the days and personnel allocated to delivery, installation or any other Services; and (5) SA Green Fitness shall be entitled to invoice the Customer for all Goods and Services as if they had been delivered or performed when planned by SA Green Fitness.

Inspection and Acceptance The Customer shall inspect any Goods or Services immediately on delivery, and SA Green Fitness shall not be responsible for any errors, omissions, faults, damage or shortages discoverable on reasonable inspection unless the Customer notifies SA Green Fitness within 3 days from and including the day of delivery. If any Goods or Services are rejected, the Customer shall allow SA Green Fitness a reasonable opportunity to correct the Goods or Services, by replacing or repairing them at SA Green Fitness's option. The Customer shall sign any written document reasonably required by SA Green Fitness to confirm receipt of the Goods or Services.

Risk in any Goods will pass to the Customer when they are delivered to the Customer or any representative or carrier of the Customer. Where the Goods are to be installed, risk will pass from the moment they are brought onto the Contract Site. The Customer shall not be entitled to claim under or to the proceeds of any insurance maintained by SA Green Fitness in respect of the Goods.

Title to all Goods shall remain with SA Green Fitness until SA Green Fitness has received payment in full of the Price and all Additional Charges due under this Agreement, and SA Green Fitness shall be entitled to enter any premises where the Goods are situated to repossess the Goods if SA Green Fitness is entitled to or is reasonably likely to become entitled to terminate this Agreement for breach, non-payment or insolvency of the Customer.

Suspension SA Green Fitness shall be entitled to withhold delivery of any Goods and suspend performance of this Agreement (including suspending manufacture, stopping any Goods in transit and suspending any Services), if: (1) any amounts payable by the Customer to SA Green Fitness are overdue on any account whatsoever, and the Customer fails to pay those overdue charges within 7 days of demand from SA Green Fitness; or (2) SA Green Fitness has reasonable grounds for considering that the Customer will not pay or be able to pay for the Goods or Services; and in either case, SA Green Fitness may make an Additional Charge for any resulting additional or wasted cost and expense, and such suspension will end when the Customer pays for such Goods or Services and any overdue amounts or provides a bank guarantee for payment in terms satisfactory to SA Green Fitness.

Training Where SA Green Fitness is to provide any training concerning the Goods, then unless otherwise stated in the Contract Documents, a day's training is excluded in the cost, which the Customer shall allow to be provided at the location where Goods are installed. If the Customer fails to attend for that training, then the Customer shall pay for the cost of that training (including the cost of the trainer and any venue), and for the cost of any further training in advance.

Layout and Positioning Advice In the event that SA Green Fitness agrees to design a layout or advise the Customer in relation to positioning of the Goods at the Contract Site it shall do so having regard to the provisions of the relevant legislation and other reasonable safety considerations. By requesting that SA Green Fitness provide either or both a layout design and positioning advice the Customer recognises the need to comply with all relevant legislation and safety standards with regard to positioning the Goods. SA Green Fitness shall be entitled to charge the Customer for the provision of layout design and positioning advice supplied under this Agreement and the Customer agrees to pay the Price for such Services.

SA Green Fitness shall not have any liability (including in negligence) to the Customer for any financial loss or any other damage or loss insofar as such loss or damage is caused by or otherwise attributable to: any failure by the Customer to ensure compliance exactly with the layout design or other recommendations made by SA Green Fitness whether incorporated into drawings or otherwise, regarding the layout or positioning of the Goods for use at the Contract Site; or the layout or positioning of the Goods howsoever to the extent that SA Green Fitness has not provided layout and positioning advice to the Customer.

The Customer shall indemnify, and keep SA Green Fitness indemnified fully, on demand from and against all and any liability SA Green Fitness may incur or suffer actual or threatened as a result of: any failure on the part of the Customer to comply exactly with any design or recommendation provided by SA Green Fitness; or the layout or positioning of the Goods howsoever to the extent that SA Green Fitness has not provided layout and positioning advice to the Customer.

CHARGES AND PAYMENT

Obligation to Pay The Customer shall pay the Price and all Additional Charges in accordance with the terms of this Agreement. Time for payment of the Price and Additional Charges is of the essence of this Agreement. If Price is not stated in the Contract Documents, then the Price for the Goods and Services shall be as stated in SA Green Fitness's published price list current at the date of this Agreement.

Exchange Rate Changes If between the date of this Agreement and the actual date of payment for the Goods and Services, the Price, when converted to US dollars at the exchange rate prevailing at the date of actual payment by the Customer, would be more than 10% less than the Price when converted to US dollars at the exchange rate prevailing at the date of this Agreement, then the Customer shall pay in addition an amount which when converted to US dollars at the exchange rate at the date of actual payment equals that difference in US dollars.

VAT the Price and all Additional Charges are exclusive of value added tax, which the Customer shall pay in addition at the rate applicable from time to time.

Additional Charges Unless otherwise stated in the Contract Documents, SA Green Fitness shall be entitled to make an Additional Charge for: (1) the costs of delivery, carriage, insurance in transit, and installation of any Goods, if the Goods are to be delivered to the Customer's premises; (2) any customs duties or taxes payable in respect of the Goods or their import or export; (3) travel, accommodation and subsistence which may be required in providing any Goods or Services; (4) any additional and/or wasted expenditure, costs, work or labour incurred by SA Green Fitness as a result of any interruptions, delays, hindrances, or additional work, or the provision of any installation or other services or works outside Normal Working Hours, due to any cause other than the neglect or default of SA Green Fitness (including any delay in performance, breach, and non-performance of this Agreement by the Customer for any reason, any delay, act or omission of any of the Customer's staff or contractors, and any errors or omissions in any information provided by the Customer).

Where SA Green Fitness is entitled to make an Additional Charge under this Agreement, it may charge for all labour provided at its prevailing labour rates, and for all additional goods and materials provided at cost plus 40%, and for all reasonable additional and wasted labour and other costs and expenses. Any labour rates are charged at a full day's rate, whether work is carried out for all or part of a day.

Invoicing and payment SA Green Fitness will invoice the Customer for the Price and any Additional Charges in accordance with the terms of this Agreement. Unless otherwise agreed: (1) SA Green Fitness may invoice the Price for all Goods or Services on or in advance of delivery and payment shall be made on delivery, (2) SA Green Fitness may invoice for any Price which is payable on a periodical basis in advance of the period to which such Price relates and payment shall be made by the start of the period to which such Price relates, (3) SA Green Fitness may invoice for any Additional Charges when they are incurred, and payment shall be made within 7 days of receipt of invoice.

Currency and Payment Method The Customer shall pay the Price and all Additional Charges in Pounds Sterling by cash, cheque (with posting at the Customer's risk) or bank transfer to the account nominated by SA Green Fitness. All amounts shall be paid so that they are credited in cash or cleared funds to SA Green Fitness by the due date.

Interest if any amounts payable by the Customer become overdue, then the Customer shall in addition pay daily interest on those amounts at the rate of 4% per annum above the base rate of Barclays Bank plc. From the due date to the date payment is made (before as well as after any judgement).

No Set-off The Customer shall pay the Price and all Additional Charges in full without any set-off, counterclaim, deduction or withholding, except for deductions or withholdings required by law.

Recovery Costs The Customer shall pay all costs and expenses (including legal costs) incurred by SA Green Fitness in enforcing payment of the Price or any Additional Charges and/or repossessing any Goods.

CUSTOMER'S OBLIGATIONS

General Assistance The Customer shall do all those things which are within its power or control to assist and facilitate the performance of this Agreement by SA Green Fitness, and shall perform its obligations within a reasonable time sufficient to enable SA Green Fitness to perform this Agreement.

Information The Customer shall promptly provide SA Green Fitness on request with all any matter, circumstance, malfunction, fault or damage (1) discoverable on inspection at the time of delivery or acceptance of any Goods or Services; or (2) resulting from or constituting normal deterioration or wear and tear; or (3) resulting from any modifications, alterations, or additions, maintenance or repairs to the Goods made by any person other than SA Green Fitness; or (4) resulting from misuse of the Goods or failure to handle, store, site, install, use, treat, maintain, and repair the Goods in accordance with any instructions provided by SA Green Fitness; or (5) arising when the Customer could have taken reasonable steps to prevent further damage; or (6) arising from any other cause whatever other than the default or negligence of SA Green Fitness.

Void Events All Warranties given in respect of the Goods will automatically become void if: (1) the Customer moves the Goods to any other premises; or (2) any modifications, repairs or replacements of parts are carried out to the Goods by any person other than SA Green Fitness; or (3) the Customer fails maintain the Goods as required by SA Green Fitness or to produce when requested complete written records of such maintenance. SA Green Fitness will not unreasonably withhold its consent to the Goods being subject to the Warranty again, provided that the Customer pays an Additional Charge for a SA Green Fitness preventative maintenance visit to inspect the state of the Goods, and for correction of any third party work which is defective in opinion of SA Green Fitness. However, SA Green Fitness will not assume responsibility for any work carried out by any third party not approved by SA Green Fitness.

Extra Work Where SA Green Fitness is entitled to make an Additional Charge for any work, parts or services, SA Green Fitness will give a quotation, and the Customer shall sign a written authorisation for such work. SA Green Fitness will not be obliged to carry out such work or services or provide such parts until that authorisation is provided.

Exclusion of all other warranties All warranties, conditions, or terms implied by statute, common law, custom, trade or otherwise with respect to the condition, standard, quality, performance, operation, fitness or suitability of the Goods or Services are excluded to the fullest extent permitted by law.

LIMITATION OF LIABILITY

Liability which is limited The liability which SA Green Fitness is limiting and/or excluding in this Agreement (the "Default Liability") is SA Green Fitness's liability to the Customer for or arising out of (1) any breach of this Agreement or any collateral agreement; (2) negligence or breach of statutory duty in performing or otherwise in connection with this Agreement, (3) the acts or omissions of SA Green Fitness's officers, employees, agents or contractors in the course of performance of or otherwise in connection with this Agreement; (4) misrepresentation (other than fraudulent) in connection with this Agreement, (5) any Goods or Services not conforming to the requirements of this Agreement or any Warranty (6) or any other liability arising under or out of this Agreement, in each case whether such liability is in contract, tort, statute or otherwise howsoever.

Liability not limited SA Green Fitness does not limit or exclude its Default Liability for personal injury or death due to its negligence, or for fraud or fraudulent misrepresentation, or the statutory rights of a consumer, or any other liability to the extent that it may not be excluded by law.

Property Damage SA Green Fitness's Default Liability for the cost of repairing or replacing any property lost, damaged or destroyed, shall be limited to £1,000,000 in aggregate for all events and circumstances giving rise to such Default Liability. Where SA Green Fitness is carrying out any work at the premises of the Customer and damage to the premises or property of the Customer is an inevitable, unforeseeable or not reasonably avoidable consequence of such work then SA Green Fitness shall have no liability for such damage.

Other Loss With the exception of liability in respect of loss or damage to property covered in the Clause entitled "Property Damage", SA Green Fitness's total liability for all events of Default Liability in aggregate shall be limited to the total Price payable for the Goods or Services.

General Limitation In any event, with the exception of liability for loss or damage to property covered in the Clause entitled "Property Damage", SA Green Fitness's total liability for all events of Default Liability in aggregate shall not exceed £50,000.

Liability completely excluded In any event SA Green Fitness excludes and shall not have any Default Liability for (1) any special, indirect or consequential loss, or (2) any loss of profit, use, anticipated savings, data, production, business, revenue, use, contract or goodwill, or (3) any costs or expenses, liability, commitment, contract or expenditure incurred in reliance on or expectation of the Goods being provided in accordance with this Agreement, or (4) losses suffered by third parties or any liability of the Customer to any third party.

SUSPENSION AND TERMINATION

Non-Payment SA Green Fitness shall be entitled to terminate this Agreement with immediate effect, if the Price or any Additional Charges shall become overdue and shall not be paid within 7 days after demand from SA Green Fitness.

Breach either party may terminate this Agreement immediately by notice to the other party, if the other is in material breach which is either not capable of remedy, or if capable of remedy is not remedied within 30 days of notice of the breach.

Insolvency SA Green Fitness may terminate this Agreement at any time immediately by notice to the Customer if the Customer (or any partner of the Customer who is a partnership) shall (1) be unable to pay its debts (within the meaning of Section 123 or Section 268 of the Insolvency Act 1986 as applicable), or (2) be liquidated or wound up or declared bankrupt, or (3) have a petition for winding up or bankruptcy presented against it which is not withdrawn in 30 days, or (4) pass a resolution for voluntary winding up, or (5)

have a petition for the appointment of an administrator presented against it, or (6) have an administrator, receiver or administrative receiver appointed to the whole or any part of its undertaking or assets, or (7) convene any meeting of its creditors or make an arrangement or otherwise compound or compromise with its creditors; or (8) if any equivalent event happens to the Customer under the laws of any relevant jurisdiction.

GENERAL

Entire agreement This Agreement constitutes the entire agreement between SA Green Fitness and the Customer and cancels and supersedes any and all previous or collateral agreements, arrangements, understandings, commitments, representations, or communications (whether oral or written, express or implied) between SA Green Fitness and the Customer relating to the subject matter of this Agreement. Other than for the express written terms of this Agreement, the Customer acknowledges and agrees that in entering into this Agreement it has not relied on any warranty, statement, or representation of SA Green Fitness or any other person relating to this Agreement or the subject matter of this Agreement. Nothing in this Clause shall affect any liability of SA Green Fitness for fraudulent misrepresentation.

Transfer and Sub-Contracting The Customer shall not be entitled assign or transfer this Agreement without the prior written consent of SA Green Fitness. The Customer agrees that it is contracting on its own account and not as agent for any other person. SA Green Fitness may sub-contract its obligations under this Agreement.

Third Party Rights Except as stated in the clause entitled "Indemnity" in the section entitled "Customer's Obligations", no person other than SA Green Fitness and the Customer shall have the benefit of or be entitled to enforce or rely on any term of this Agreement, and the Contracts (Rights of Third Parties) Act 1999 shall not apply. SA Green Fitness and the Customer may cancel or vary any of the terms of this Agreement without the consent of any other person.

Variations No variation to this Agreement shall be valid unless agreed to in writing by an authorised representative of SA Green Fitness.

Invalid Terms each of the terms of this Agreement is separate and severable. If any term is held to be void or invalid by any court, it shall be severed from this agreement, and the remaining terms of this Agreement shall continue in full force and effect.

Notices under this Agreement shall be in writing and sent by hand, recorded delivery, first class post or fax to the other party at its address stated in this Agreement, or such other address as that party may notify to the other party to be its address for notices from time to time. Notices shall be deemed to be received: if sent by hand, or recorded delivery, on delivery; if sent by first class post, on the 2nd day following the day of posting; if sent by facsimile, on completion of uninterrupted transmission.

Interpretation In this Agreement a reference to a person includes a reference to a company or other body corporate, association, partnership or individual; a reference to the singular shall include the plural and vice versa; a reference to any gender shall include every gender.

Law This Agreement shall be governed by and construed in accordance with the laws of England and Wales, and shall be subject to the exclusive jurisdiction of the courts of England and Wales.

Information which SA Green Fitness requires to perform this Agreement. SA Green Fitness shall have no liability to the Customer for any errors, omissions or defects in any information provided by the Customer.

SA Green Fitness IPR The Customer acknowledges that all copyright, design rights, and other intellectual property rights in and to the Goods and all trademarks used on or in relation to the Goods are and shall remain sole and absolute property of SA Green Fitness or the third party that owns them, and that no right, licence, title or interest is granted or transferred in respect of them to the Customer.

Maintenance and Use The Customer shall: (1) carry out all regular inspection, cleaning, oiling and other maintenance of the Goods specified by SA Green Fitness; and (2) supervise the use of the Goods by users with a view to preventing and deterring misuse of the Goods. As a condition of the warranty under this Agreement, the Customer shall maintain written records in the form specified by SA Green Fitness of all maintenance carried out by the Customer and provide copies of such records to SA Green Fitness on request.

Indemnity Where any claim is made against SA Green Fitness, the ultimate holding company of SA Green Fitness, or any subsidiary of such ultimate holding company, for personal injury or death caused by the Goods or otherwise arising out of use of the Goods, and this is due to the negligence or breach of this Agreement by the Customer, or the failure by the Customer to maintain, care for or supervise the use of the Goods, or any misuse, excessive wear or damage to the Goods caused by users of the Goods, then the

Customer shall indemnify SA Green Fitness, such holding company or subsidiary from and against such claims, including against any damages awarded or reasonable settlements made, and all legal and other costs involved in investigating, defending and dealing with such claims, whether or not SA Green Fitness or such holding company or subsidiary is ultimately held to be liable or accepts liability.

WARRANTY TERMS

Warranty SA Green Fitness warrants that on delivery: all Goods will substantially conform to the agreed specifications, be of satisfactory quality, be new and be free from material damage, and shall comply with all applicable U.K. safety standards and legislation; and all Services will be provided with reasonable care and skill.

Where SA Green Fitness gives a warranty with respect to any parts in the Contract Documents for any stated period, SA Green Fitness warrants that those parts will continue to function safely and not break or wear out for that stated warranty period under normal usage and wear and tear, and any other warranty express or implied as to the quality of those parts shall not apply.

Where SA Green Fitness gives a warranty with respect to any labour in the Contract Documents for any stated period, SA Green Fitness agrees that where any repairs or replacements of parts are required in required as a result of a breach of any Warranty in relation to the Goods, SA Green Fitness will not charge for any work involved in carrying out any such repairs or replacements.

Where any warranty period is given, unless otherwise stated in the Contract Documents, such warranty period will run from the date on which the Goods or Services are first delivered. The warranty period for any replacement parts or repair work will run for no longer than the warranty period for the Goods to which that part is fitted or repair work is carried out.

Limits to Warranty SA Green Fitness shall have no obligation to support any Goods, whether by spare parts or repairs following the end of the warranty period stated for such Goods, except as otherwise expressly agreed in writing with the Customer. Unless otherwise stated in the Contract Documents, no Warranty shall apply to consumables such as decks, belts or grips.

Warranty Notification SA Green Fitness shall not be liable for any claim under a Warranty: (1) notified to SA Green Fitness later than 30 days after the Customer becomes or ought reasonably to have become aware of the circumstances giving rise to a claim under the Warranty; (2) in the case of a Warranty given on delivery, notified to SA Green Fitness later than 6 months from the date of delivery; (3) in the case of any Warranty given for a stated period, notified to SA Green Fitness later than 1 month after the end of that period.

Warranty Claims When reporting a claim under a Warranty, the Customer shall provide full details of the claim and the serial number of the Goods. If the Customer sends the wrong serial number, SA Green Fitness may make an Additional Charge to the Customer for collecting any incorrect parts sent and sending the correct parts, and for sending staff to the Customer's premises to conduct repairs or replacements with the incorrect parts.

The Customer shall allow SA Green Fitness a reasonable opportunity to inspect any Goods subject to a claim under a Warranty, and the Customer shall at SA Green Fitness's request take the Goods out of use and hold them ready for inspection. The Customer shall give

SA Green Fitness a reasonable opportunity to correct any breach of Warranty, and in rectifying any breach SA Green Fitness may repair or replace any Goods or re-perform any Services. This shall be SA Green Fitness's only liability under a Warranty. Where a part is reasonably able to be fitted by the Customer, that part will be sent to the Customer and the Customer will be responsible for fitting the part.

Unless a warranty as to labour is expressly given in the Contract Documents, the Customer shall pay an Additional Charge for all labour involved in repairing any Goods or replacing any parts arising out of a claim under a Warranty, including travel to any premises where the Goods are located. The Customer shall be responsible for carrying out and for the cost of opening up, dismantling, demolishing and/or reinstatement of any premises or structure required to enable SA Green Fitness to repair any Goods or replace any parts on any Goods.

If SA Green Fitness disputes the breach of Warranty, SA Green Fitness may elect to correct the alleged breach of Warranty, and may make an Additional Charge for this work. SA Green Fitness will refund any such charge if it is subsequently agreed or determined to be a breach. If SA Green Fitness carries out any inspection, investigation or rectification work in relation to a claimed breach of Warranty, and it is later found not to have been a breach of warranty, the Customer shall pay to SA Green Fitness an Additional Charge for all such work, including the cost of all persons sent out to inspect the Goods or carry out any work and parts supplied.

Warranty Exceptions SA Green Fitness shall not be liable under any Warranty in respect of any matter, circumstance, malfunction, fault or damage (1) discoverable on inspection at the time of delivery or acceptance of any Goods or Services; or (2) resulting from or constituting normal deterioration or wear and tear; or (3) resulting from any modifications, alterations, or additions, maintenance or repairs to the Goods made by any person other than SA Green Fitness; or (4) resulting from misuse of the Goods or failure to handle, store, site, install, use, treat, maintain, and repair the Goods in accordance with any instructions provided by SA Green Fitness; or (5) arising when the Customer could have taken reasonable steps to prevent further damage; or (6) arising from any other cause whatever other than the default or negligence of SA Green Fitness.

Void Events All Warranties given in respect of the Goods will automatically become void if: (1) the Customer moves the Goods to any other premises; or (2) any modifications, repairs or replacements of parts are carried out to the Goods by any person other than SA Green Fitness; or (3) the Customer fails maintain the Goods as required by SA Green Fitness or to produce when requested complete written records of such maintenance. SA Green Fitness will not unreasonably withhold its consent to the Goods being subject to the Warranty again, provided that the Customer pays an Additional Charge for a SA Green Fitness preventative maintenance visit to inspect the state of the Goods, and for correction of any third party work which is defective in opinion of SA Green Fitness. However, SA Green Fitness will not assume responsibility for any work carried out by any third party not approved by SA Green Fitness.

Extra Work Where SA Green Fitness is entitled to make an Additional Charge for any work, parts or services, SA Green Fitness will give a quotation, and the Customer shall sign a written authorisation for such work. SA Green Fitness will not be obliged to carry out such work or services or provide such parts until that authorisation is provided. Exclusion of all other warranties All warranties, conditions, or terms implied by statute, common law, custom, trade or otherwise with respect to the condition, standard, quality, performance, operation, fitness or suitability of the Goods or Services are excluded to the fullest extent permitted by law.