



## HYDROW, INC. HOME USE WARRANTY

### **Effective Date: August 1, 2020**

Hydrow, Inc. ("Hydrow") provides the warranties set forth below for the covered components of the Hydrow products described herein during normal use during the applicable warranty periods described below, subject to all of the terms, conditions and exclusions set forth below (the "Warranty").

This Warranty applies only to Hydrow rowers manufactured and distributed by Hydrow or its authorized retailers and is only valid for such products sold for use in a non-commercial home setting (the "Hydrow Rowers"). This Warranty applies only against defects in materials and workmanship, and not those issues that occur as a result of normal wear and tear, misuse, or those that occur outside of the conditions set forth below. **THIS WARRANTY IS NOT ASSIGNABLE AND TERMINATES UPON TRANSFER OR SALE OF THE HYDROW PRODUCT COVERED BY THIS WARRANTY.**

Hydrow's obligations under this Warranty are limited as set forth below:

### **Warranty Periods and Coverage**

The warranty periods for Hydrow Rowers, including floor models purchased by consumers, commence on the date of original delivery (the "Warranty Start Date").

### **STRUCTURAL FRAME (Including Upright Storage Kit): FIVE (5) YEARS**

Hydrow warrants the frame of the Hydrow Rower (excluding any moving parts attached to the structural frame e.g., moving arms, position adjustment, etc.) against defects in workmanship and materials for a period of five (5) years from the Warranty Start Date.

### **COMPONENTS, SCREEN & OTHER ELECTRONICS: TWELVE (12) MONTHS**

Hydrow warrants the components and all original parts of the Hydrow Rower, including its handle, strap, seat assembly, foot bed, foot strap, the touchscreen, hinge on the touchscreen carriage, and other electronics against defects in workmanship and materials for a period of twelve (12) months from the Warranty Start Date.

### **LABOR: TWELVE (12) MONTHS**

Hydrow will cover the labor cost for any repair or replacement made under this Warranty for a period of twelve (12) months from the Warranty Start Date. Except where applicable law requires otherwise, repair labor is not covered if the Hydrow Rower is moved to a location that is outside of Hydrow's service area.

### **Warranty Terms and Conditions**

The warranty applies to the Hydrow Rower only if such Rower: (a) has been used exclusively by consumers in a home setting and not used for a commercial purpose in any way; (b) has been serviced exclusively by an authorized Hydrow Technician; (c) remains in the possession of the original purchaser and proof of purchase is demonstrated, or, for Hydrow Rowers purchased with the intent to give as a gift, the owner of the original subscription attached to the Hydrow Rower; (d) has not been subjected to accident, misuse, abuse, improper service, or non-Hydrow modification and has a serial tag that has not been altered or defaced; and (e) claims are made within the warranty period and in accordance with the process described herein.

At Hydrow's option, Hydrow may replace defective parts with new parts or serviceable used parts that are substantially equivalent to new parts in performance.

Any replacement or repaired component shall be warranted for the remainder of the original Warranty period or thirty (30) days, whichever is longer, or for any additional period that is required by applicable law.

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In the event that necessary parts required for a satisfactory repair under the terms outlined in this Warranty are not and will not be available in a reasonable period of time, Hydrow shall, at Hydrow's discretion and to the extent permitted by law, fully replace the malfunctioning unit with a comparable new machine or a comparable used or refurbished version of similar manufacture date and functioning condition as the unit being replaced.

All exchanged parts and Hydrows replaced under this warranty become the property of Hydrow after the repair or exchange.

## **EXCLUSIONS:**

***This Limited Warranty shall NOT apply to:***

- Any Hydrow Rowers used in any commercial setting including, but not limited to: dues paying facilities or any other facility where membership is required for use, corporate wellness settings, multi-family housing facilities, hospitality settings, or personal training studios.
- Any Hydrow Rowers or services that are, or that Hydrow reasonably believes to be, stolen, counterfeit, or missing serial numbers.
- Damage or equipment failure due to normal wear and tear, improper or negligent assembly, maintenance, installation, relocation, or repair, except for repairs performed by an authorized Hydrow Technician.
- Structural, functional or cosmetic damage, including rust, corrosion and unusual wear, caused by failure to follow the operation and maintenance procedures described in the User Guide or by use of the Hydrow Rower with parts or accessories from third parties.
- Damage or equipment failure caused by electrical wiring not in compliance with electrical codes or Hydrow User Guide specifications or by failure to provide reasonable and necessary maintenance as outlined in the User Guide.
- Software, even if sold with or embedded in the Hydrow Rower, or Internet connectivity. Hydrow does not warrant that the operation of the Hydrow Rower will be uninterrupted or error-free.
- Damage or equipment failure due to accident, abuse, improper or abnormal use, neglect, corrosion, discoloration of paint or plastic (or any other change in cosmetic appearance that does not affect performance), theft, vandalism, fire, flood, wind, lightning, freezing or other natural disasters or acts of God of any kind, electrical wiring, power reduction, power fluctuation or power failure from whatever cause, unusual atmospheric conditions, collision, introduction of foreign objects, or modifications that are unauthorized or not recommended by Hydrow.
- The cost of labor, parts, repairs, or replacement outside North America. This Warranty is exclusively for equipment sold and used in North America.
- Service calls to correct installation of the equipment or instruct owners on how to use the equipment.
- Any labor costs incurred beyond the applicable labor warranty period.

## **How to Obtain Warranty Service**

To be eligible for service under this Warranty you must contact the Hydrow Customer Support team by email at support@hydrow.com, directly through the Hydrow console, or by phone at (833) 449-3769. You will be asked to provide Hydrow with the serial number of your Hydrow and the dated receipt, or other proof of purchase indicating the date of purchase, upon discovering any nonconformity or defect. To claim under this warranty, you must notify Hydrow within thirty (30) days after the date of discovery of any nonconformity and make the affected product available for inspection by Hydrow or its service representative within ten (10) days of notifying Hydrow of your claim. Claims must be made within the specified warranty period.

## **Disclaimer of Warranties, Limitation of Liability**

The limited warranties provided herein are the exclusive warranties given by Hydrow and supersede any prior, contrary or additional representations, whether oral or written. ANY IMPLIED WARRANTIES, INCLUDING THE WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR TITLE AND NON-INFRINGEMENT THAT APPLY TO ANY PARTS DESCRIBED ABOVE ARE LIMITED IN DURATION TO THE PERIODS OF EXPRESS WARRANTIES GIVEN ABOVE FOR THOSE SAME PARTS. HYDROW HEREBY DISCLAIMS AND EXCLUDES THOSE WARRANTIES



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IN NO EVENT WILL HYDROW, ITS SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH THIS WARRANTY OR THE PURCHASE, USE, REPAIR OR MAINTENANCE OF EQUIPMENT OR PARTS, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL DAMAGES, ECONOMIC LOSS, LOSS OF PROPERTY OR PROFITS, LOSS OF ENJOYMENT OR USE, OR OTHER CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY NATURE WHATSOEVER. HYDROW SHALL NOT BE LIABLE FOR ANY DAMAGE OR INJURY INCURRED DURING, OR AS A RESULT OF, ANY REPAIR OR ATTEMPTED REPAIR OF EQUIPMENT BY ANYONE OTHER THAN AN AUTHORIZED HYDROW TECHNICIAN. THE FOREGOING LIMITATIONS DO NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

You agree that the above limitations of liability together with the other provisions in this Warranty that limit liability are essential terms of this Warranty and that Hydrow would not be willing to grant you the rights set forth in this Warranty but for your agreement to the above limitations of liability; you are agreeing to these limitations of liability to induce Hydrow to grant you the rights set forth in this Warranty. This Limited Warranty provides you with specific legal rights, but you may also have other rights which vary from state to state.

Any disputes between you and Hydrow related to this Limited Warranty will be governed by the then-current dispute resolution procedures in Hydrow's Terms of Use, available at <https://hydrow.com/terms/>