GAMMACARE™ Service Contract

TERMS & CONDITIONS

Instructions: You must keep this completed Contract, a copy of Your receipt for this Contract, and a copy of Your receipt for the Product covered by this Contract, as You may be required to produce them to obtain service. You may purchase a Contract within one (1) year from the date of Product purchase.

To Obtain Service: Contact a GAMMA customer service representative by calling 800-333-0337 or 412-323-0335 for instructions on obtaining repair or replacement parts or You may file a claim online by logging on to www.gammasports.com/gammacare. Please have Your Product information handy and be prepared to explain the nature of the problem. You must contact GAMMA prior to having Your Product serviced; all covered repairs must be authorized in advance. GAMMA will not reimburse You for any work performed by unauthorized service providers or others. If Your Product or part(s) of Your Product is/are deemed to be defective or GAMMA requires a more in-depth inspection, GAMMA will issue a Return Authorization Number (RA#) and instructions for returning the Product or part(s). Any Product sent to GAMMA without an RA# will be returned to You at Your expense. You will be responsible for the cost of shipping to GAMMA c/o GAMMA SPORTS, 200 Waterfront Drive, Pittsburgh, PA 15222.

What is Covered: This Contract applies specifically to the Product with the Serial Number registered on this Contract and covers all part costs resulting from mechanical or electrical failure of the Product caused by defects in materials and/or workmanship including those experienced during normal wear and tear. This Contract covers the costs for any labor performed by GAMMA to repair or replace parts. If needed, You will be responsible for any costs associated with labor performed by You to remove a part(s) or to reinstall a replacement part(s). If needed, You will be responsible for the packing and cost of delivery of the Product or parts to GAMMA for repair or replacement. The packing and delivery costs associated with the return of repaired or replacement part(s) to You after they have been repaired or replaced by GAMMA is covered by this Contract. In no event, however, will Gamma be responsible for any costs in excess of the limit of liability as described below.

Term of Coverage: Products are covered under this Contract for five (5) years from the date of Product purchase. In the event Your Product is being serviced when this Contract expires, the term of this Contract will be extended until the covered repair has been completed.

Limit of Liability: For any single claim, the limit of liability under this Contract is the least of the cost of (1) the price that You paid for the Product or (2) replacement with a Product of equal or greater value with similar features. In the event that the total of all repairs exceeds the purchase price paid for the product, GAMMA replaces the product with another of equal or greater value, or GAMMA reimburses You for the purchase price paid for the Product, GAMMA shall have satisfied all obligations owed under this Contract. For purposes of clarification, Gamma will not, for any reason, be liable for any cost in excess of the original purchase price of the Product.

WHAT IS NOT COVERED: (1) INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO ANY DELAY IN RENDERING SERVICE UNDER THIS CONTRACT OR FOR LOSS OF USE DURING THE PERIOD THAT THE PRODUCT IS BEING REPAIRED OR AWAITING PARTS; (2) ANY AND ALL PRE-EXISTING CONDITIONS THAT OCCURRED PRIOR TO THE EFFECTIVE DATE OF THIS CONTRACT; (3) DAMAGE FROM ACCIDENT, ABUSE, MISUSE, INTRODUCTION OF FOREIGN OBJECTS INTO THE PRODUCT, UNAUTHORIZED PRODUCT MODIFICATIONS OR ALTERATIONS; (4) FAILURE TO FOLLOW MANUFACTURER'S INSTRUCTIONS; (5) THIRD PARTY ACTIONS (FIRE, VANDALISM, THEFT, ETC.); (6) THE ELEMENTS OR ACTS OF GOD; (7) WAR INVASION, OR ACT OF FOREIGN ENEMY, HOSTILITIES, CIVIL WAR, REBELLION, RIOT, STRIKE, LABOR DISSTURBANCE, LOCKOUT, OR CIVIL COMMOTION; (8) DAMAGE CAUSED BY POWER SURGES; (9) PREVENTATIVE MAINTENANCE; (10) DAMAGE WHICH IS NOT REPORTED WITHIN 30 DAYS AFTER EXPIRATION OF THIS CONTRACT; (11) COST OF INSTALLATION, REMOVAL, OR REINSTALLATION OF THE PRODUCT OR PARTS; (12) PREVENTATIVE MAINTENANCE; (13) ANY LOSS OTHER THAN A COVERED FAILURE OF THE PRODUCT; (14) NONFUNCTIONAL OR AESTHETIC PARTS INCLUDING BUT NOT LIMITED TO PLASTIC PARTS OR KNOBS; (15) SCRATCHES, PEELING AND DENTS; (16) UNAUTHORIZED REPAIRS OR PARTS;
(17) DAMAGE WARPING OR RUSTING OF ANY KIND TO THE HOUSING, FRAME, OR ANY NON-
OPERATING PART; (18) PARTS NORMALLY DESIGNATED TO BE REPLACED PERIODICALLY BY YOU
OR CONSUMED DURING THE LIFE OF THE PRODUCT; (19) DAMAGE INCURRED DURING
TRANSPORTATION; (20) LOSS OR DAMAGE RESULTING FROM THE FAILURE TO PERFORM
MANUFACTURER’S RECOMMENDED MAINTENANCE; AND (21) PRODUCTS WITH REMOVED OR
ALTERED SERIAL NUMBERS.

Definitions: (1) We/US/Our/GAMMA refers to GAMMA Sports located at 200 Waterfront Drive, Pittsburgh, PA
15222, the company obligated under this Contract; (3) You/Your/Customer refers to the individual or business
who purchased the Product and this Contract and identified as the Contract Holder on this Contract; and (3)
Product refers to the item that was purchased concurrently with and identified by Serial Number that is covered
under this Contract;

Transfer: This Contract is not transferable.

Renewal: This Contract is not renewable.

Contract Registration: For Your convenience, You may register this Contract by logging on to
www.gammasports.com/gammacare/registration and completing the registration process online. You may also
register by completing this form and mailing a copy to GAMMA Sports along with a copy of the receipt for the
Product covered by this Contract if Product was not purchased from GAMMA. All required information must be
provided to purchase this Contract.

Contract Holder Name: ________________________________________________

Street Address: _______________________________________________________

City: ______________________________ State: ___________________________ Zip: ________________

Purchase Date: ___________ Purchased From: ______________________________

Product Description: ________________________________________________

Product 12 Digit UPC Number(s): _______________________________________

Product Serial Number(s): _____________________________________________

Product Purchase Price: ___________________ Contract Purchase Price: ____________

Invoice / Receipt / Transaction Number: __________________________________

Entire Contract: This Contract constitutes the entire agreement between You and GAMMA with respect to the
subject matter hereof and there are no representation, understandings or agreements which are not fully
expressed in this Agreement. This Contract may not be amended except upon a written document signed by
both parties. This Contract shall be governed in all respects by the law of the Commonwealth of Pennsylvania,
without regard to its conflict of laws provisions.

Possession of this document does not constitute an offer for sale and GAMMA reserves the right to
reject any and all orders. This contract is only available to residents of the United States.

Administered by:

GAMMA Sports
200 Waterfront Drive
Pittsburgh, PA 15222
(800) 333-0337
(412) 323-0335
www.gammasports.com

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