

# Peloton Guide Limited Home Use Warranty

## **Peloton Guide Limited Home Use Warranty (“Limited Warranty”)**

Peloton Interactive, Inc. (“Peloton”) extends the following Limited Warranty, which applies only to the components and all original parts included with the Peloton Guide (together, the “Product”) when used in a non-commercial, in-home, indoor setting. Any other use of the Product shall void this Limited Warranty. During the applicable Limited Warranty period described below, Peloton warrants that the Product will be free of defects or malfunctions under normal use. Certain exclusions apply, as further described in this Limited Warranty.

### **What is covered by this Limited Warranty?**

The Limited Warranty applies to the following components of the Product only, for the time periods indicated. The Limited Warranty applies only against defects discovered within the applicable Limited Warranty period and only so long as the Product remains in the possession of the original purchaser, or, for a gifted Product, the owner of the original membership attached to the Product.

### **PELTON GUIDE AND RELATED COMPONENTS: 12 MONTHS**

Peloton warrants the Product against defects in workmanship and materials under normal use for a period of 12 months from the date of original delivery, or for any additional period that is required by applicable law.

### Exclusions and Limitations

*Who is covered by this Limited Warranty?*

- The original owner of the Product or original giftee of the Product. The Product must remain in the possession of the original purchaser, or, for a gifted Product, the owner of the original membership attached to that Product. This Limited Warranty is not transferable beyond the owner of the original membership attached to the Product.

*What is NOT covered by this Limited Warranty?*

### **This Limited Warranty does not apply to:**

- Any other Peloton products or services not expressly referred to under the heading “What is covered by this Limited Warranty?” above, non-Peloton products or labor not approved in advance by Peloton Member Support, a Product that is, or that Peloton reasonably believes to be, stolen, counterfeit, or purchased from an unauthorized distributor or reseller, a Product purchased or used outside the United States or Canada, a Product that is moved outside of Peloton’s sales area in the U.S. or Canada, and units missing serial numbers. Warranty coverage is limited to any area which Peloton sells the Product to in the U.S. and Canada.

- Software, even if sold with or embedded in the Product (except to the extent required by applicable law), or Internet connectivity. Peloton does not warrant that the operation of the Product will be uninterrupted or error-free.
- Data loss, including any damages or costs related to data recovery, removal, and installation. Peloton does not warrant that it will be able to repair or replace the Product under this Limited Warranty without risk to or loss of information or data stored on the Product.
- Damage or equipment failure due to unauthorized installation, relocation, repair, improper or negligent assembly of the Product or any accessories, or maintenance (other than in each case that is caused by a Peloton authorized service technician or at the direction of Peloton), normal wear and tear, use of the Product beyond its design and its intended purpose, use of the Product with parts or accessories from third parties, or with parts or accessories not originally intended for or compatible with the Product, or any use contrary to the instructions in the Peloton Product User Manual (if applicable), the technical specifications or other published guidelines relating to the Product.
- 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 Peloton.
- Incidental or consequential damages; or economic loss, loss of property or profits, or loss of enjoyment or use. To the extent permitted by applicable law, Peloton 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 Peloton will not provide monetary or other compensation for any such repairs or replacement parts costs, including but not limited to gym membership fees, work time lost, cost of substitute equipment, diagnostic visits, maintenance visits or transportation. 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.
- Use of the Product for commercial purposes or for any use other than normal use in a single family or household.
- Any attempt to repair or assemble fitness equipment creates a risk of injury and property damage. Peloton is not responsible or liable for any damage or injury incurred during, or as a result of, any repair, attempted repair or assembly of equipment by anyone other than a Peloton authorized service technician. All repairs or assemblies attempted by you or your agents are undertaken AT YOUR OWN RISK and Peloton will have no liability for any injury to persons or property arising from such attempted repairs or assemblies.

## **WHAT YOU MUST DO TO MAKE A CLAIM UNDER THE LIMITED WARRANTY**

- To make a claim under this Limited Warranty, you must, upon discovering any nonconformity or defect:

- cease using the Product;
- provide Peloton [Member Support](#) with:
  - the serial number or order number of your Product (if applicable);
  - a copy of the dated receipt, or other proof of purchase indicating the date purchased;
  - a description of the nonconformity or defect; and
  - photographs of the nonconformity or defect where they may assist Peloton Member Support to assess the claim.
- If Peloton Member Support determines that it is necessary to return the Product or a component, Peloton Member Support will provide you with a pre-paid shipping label for the components. You must follow all directions provided by Peloton Member Support and ensure that the defective Product or components are properly packed to protect it from damage during shipping. If you do not do so, Peloton will not be responsible for any damage that occurs to the Product or component during shipment.
- Contact [Member Support](#) if you believe you need services:
  - Online: Visit [support.onepeloton.com](http://support.onepeloton.com)
  - Address: 441 Ninth Avenue, 6th Floor, New York, New York 10001

Claims must be made within the specified warranty period.

### **What happens after you submit a claim?**

- If, within the applicable Limited Warranty period, a defect arises in the Product or a warranted component that is covered by this Limited Warranty and you submit a claim to Peloton under this Limited Warranty, then without excluding, restricting or modifying any other rights to which you may be entitled under applicable laws, Peloton will, at its option and as its sole obligation, either replace the defective or malfunctioning Product or component of the same or a comparable model, or repair it.

- Any replacement or repaired component shall be warranted for the remainder of the original Limited Warranty period or 30 days, whichever is longer, or for any additional period that is required by applicable law. Where permitted by law, replacement units, parts and electronic components reconditioned to as-new condition by Peloton or its vendors may sometimes be supplied as warranty replacement and constitute fulfillment of warranty terms. Products presented for repair may be replaced by refurbished Products of the same type rather than being repaired. Refurbished parts may be used to repair the Products.
- If a successful claim is made for a defect that is covered by this Limited Warranty within the Limited Warranty periods identified above, any shipping costs to return the relevant component to Peloton or the cost of Peloton collecting the relevant part(s) will be at Peloton's cost.
- To the extent that the Product or component is capable of retaining user generated data, you should be aware that repairs may result in the loss of that data.
- All exchanged components or Products replaced under this Limited Warranty become the property of Peloton after the repair or exchange.

***Disputes; Disclaimer of Warranties, Limitation of Liability.***

Any disputes between you and Peloton related to this Limited Warranty or the Product will be governed by the then-current dispute resolution procedures in Peloton's Terms of Service, available at [www.onepeloton.com/terms-of-service](http://www.onepeloton.com/terms-of-service).

***\*THIS LIMITED WARRANTY IS THE EXCLUSIVE WARRANTY GIVEN BY PELOTON AND SUPERSEDES ANY PRIOR, CONTRARY OR ADDITIONAL REPRESENTATIONS. THE DURATION AND REMEDIES OF ALL IMPLIED WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED TO THE DURATION OF THIS EXPRESS LIMITED WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THAT LIMITATION MAY NOT APPLY TO YOU.***

***THE REMEDIES DESCRIBED ABOVE ARE YOUR SOLE AND EXCLUSIVE REMEDIES AND PELOTON'S ENTIRE LIABILITY FOR ANY BREACH OF THIS LIMITED WARRANTY. PELOTON'S LIABILITY SHALL UNDER NO CIRCUMSTANCES EXCEED THE ACTUAL AMOUNT PAID BY YOU FOR THE DEFECTIVE PRODUCT, NOR SHALL PELOTON UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES OR LOSSES, WHETHER DIRECT OR INDIRECT.***

***SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.***

***THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS, WHICH VARY FROM STATE TO STATE.***

