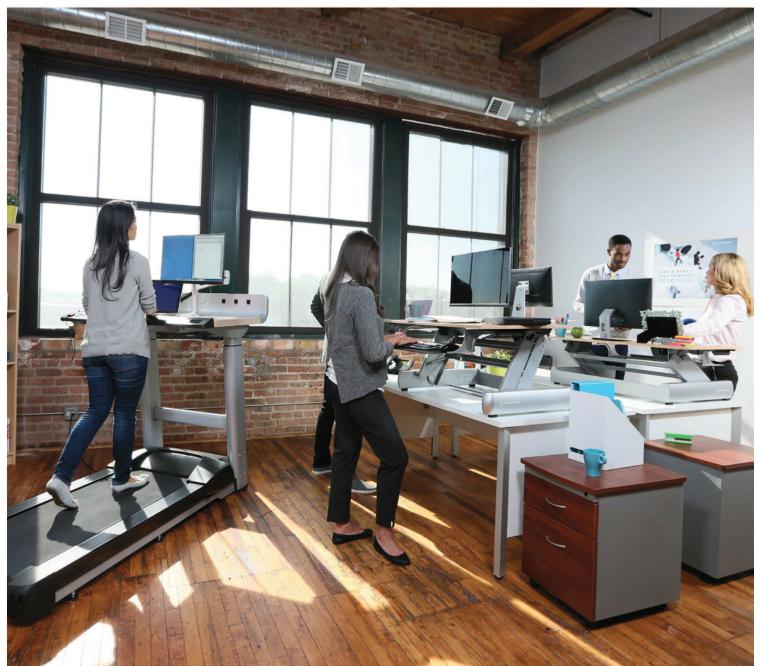




## Life Fitness Equipment Proposal

### Christ's College Boathouse



**QUOTATION**

510-003275-4

**Date** 25-01-2018  
**Account manager** Tom Kerby  
**Customer** Christ's College Boathouse  
**Contact person**  
**Invoice address**

**Delivery address** 20 Victoria Avenue  
Cambridge  
CB4 1EH  
United Kingdom

Code	Description	Price GBP	Quantity	Amount GBP	VAT %
<b>Escape</b>					
FGES-UP098	Olympic Bar Holder	136.00	2.00	272.00	
<b>Hammer</b>					
HSLLP	Hammer Strength Linear Leg Press - English, Platinum Frame, Black Upholstery	2,728.00	1.00	2,728.00	
O-FB	Hammer Strength Olympic Flat Bench - English, Platinum Frame, Black Upholstery	616.00	1.00	616.00	
HDLHRL	HD Elite Half Rack Long Base stand Alone - 8 ft , 2 Handle Pull-up Front - English, Platinum Frame	1,592.00	2.00	3,184.00	
HDLSTOR-SA	HD Elite Stand Alone Storage - English - Standard Storage - Black Storage Color	664.00	2.00	1,328.00	
<b>Hard Accessories</b>					
HS-BP-1011-01	Hammer Bumper - 10kg - Urethane - Green	88.00	4.00	352.00	
HS-BP-1010-01	Hammer Bumper - 15kg - Urethane - Yellow	112.00	4.00	448.00	
HS-BP-1009-01	Hammer Bumper - 20kg - Urethane - Blue	144.00	4.00	576.00	
HS-BP-1008-01	Hammer Bumper - 25kg - Urethane - Red	176.00	4.00	704.00	
ACC-BP-4004-01	HiTech Training Disc - 2.5kg - Nylon - Gray	56.00	4.00	224.00	
ACC-BP-4003-01	HiTech Training Disc - 5kg - Nylon - Gray	63.20	4.00	252.80	
HS-OB-3001-01	Hammer Gym Bar - 29mm - Chrome - Bushing - 20kg	336.00	2.00	672.00	
HS-OB-4002-01	Hammer Olympic Bar - 25mm - Chrome - Bushing - 15kg	240.00	1.00	240.00	
<b>HDE</b>					
PH-PW2-6X8-0102	Hammer Strength HD Elite - Premium Wood - 6x8 Platform w/ Frame - Hammer Logo	2,008.00	2.00	4,016.00	
PH-PW2-8X8-0102	Hammer Strength HD Elite - Premium Wood - 8x8 Platform w/ Frame - Hammer Logo	2,272.00	1.00	2,272.00	
<b>Optima</b>					
PH-OSLR-03	Optima Series Lat / Row- Platinum Frame, Black Upholstery	1,683.00	1.00	1,683.00	

**LIFE FITNESS UK**

QUEEN ADELAIDE  
ELY  
CB7 4UB  
UNITED KINGDOM

WWW.LIFEFITNESS.CO.UK

| LIFE@LIFEFITNESS.COM

| +44-(0)1353 666017

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VAT NO. GB 750 7549 18





<b>Life Fitness Equipment</b>	19,567.80
<b>Transport &amp; Installation</b>	690.36
<b>Total</b>	20,258.16
<b>Total excl. VAT</b>	20,258.16

If you are satisfied with the above quotation and accept the Life Fitness (UK) Ltd Terms and Conditions of Sale and agree to them, please submit an official Purchase Order detailing the following:

- \* Delivery address
- \* Invoice address
- \* Itemised listing of equipment or reference to the above quotation number
- \* Value of order exclusive of VAT

We do appreciate not every company can produce official Purchase Orders. Therefore on these occasions we would accept all the above details on official letterhead paper. Please also note that a 10% deposit is required at the time of order for all customised strength orders. The lead time for these orders will not commence until the deposit has been received.

**Payment Terms:** Prepayment

This transaction is expressly subject to our delivery terms and conditions which are available on the Life Fitness website at [www.lifefitness.co.uk/terms-and-conditions-sale](http://www.lifefitness.co.uk/terms-and-conditions-sale) or can be sent on request and are applicable for all transactions.

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Your attention is specifically drawn to Condition 2.4 relating to our acceptance of your order for Goods and/or Services and Condition 9, which excludes and limits our liability

## 1. Definitions and Incorporation

In these conditions:

- 1.1.1 "We"/"us" means Life Fitness (UK) Limited (Company No. 02747223) whose registered office is at Queen Adelaide, Ely, Cambridgeshire, CB7 4UB;
- 1.1.2 "You" means the person who accepts our quotation for the sale of the Goods and/or Services or whose order for the Goods and/or Services is accepted by us;
- 1.1.3 "Conditions" means our standard terms and conditions of supply of the Goods and Services as set out in this document;
- 1.1.4 "Delivery Date" means the date for delivery by us to you of the Goods and/or the date of commencement of provision of the Services as detailed in the Order Acknowledgement;
- 1.1.5 "Goods" means the goods (including any instalment or any parts of them) which we are to supply to you in accordance with these conditions as confirmed on our Order Acknowledgement;
- 1.1.6 "Services" means the services which we are to provide to you in accordance with these Conditions as confirmed on our Order Acknowledgement;
- 1.1.7 "Order Acknowledgment" means the order acknowledgment which we send to you confirming details of your order for Goods and/or Services, the Price and the Delivery Date;
- 1.1.8 "Price" means the total price for the Goods and/or Services as detailed in the Order Acknowledgement subject to variation as provided in Condition 3.4 and including VAT;
- 1.1.9 "Regulations" means the Consumer Protection (Distance Selling) Regulations 2000 as amended from time to time;
- 1.1.10 "VAT" means value added tax;

References to "written" or "in writing" include fax and email communications.

1.2 We will sell and you will purchase the Goods and/or the Services in accordance with any order that you place and we accept.

1.3 Any contract entered into by us for the supply of Goods and/or Services is subject to these Conditions.

1.4 Details of your order shall be recorded by our representative in the Order Acknowledgement.

1.5 These Conditions and the Order Acknowledgment represent the entire agreement between you and us (the "Contract"). No other terms or conditions (including any written on or attached to any purchase order, form, document or correspondence) shall be included or implied unless previously agreed upon in writing and signed by an officer authorised by us. No purported variation of the Contract will be effective unless confirmed in writing by us and in no event will my standard terms and conditions of business apply. No liability shall attach to us, our agents or employees in respect of any representations or statements made, whether before or after agreement is reached, unless confirmed in writing by our authorised representative.

## 2. Orders

2.1 You are responsible for ensuring the accuracy of the terms of your order and for giving all necessary information relating to the Goods and/or Services.

2.2 We reserve the right to make changes in the specification of the Goods and/or Services from time to time.

2.3 If you order Goods which are out of stock we shall either supply alternative goods to you to the same specification or, if paid, refund the Price to you.

2.4 Your order for Goods and/or Services shall be deemed to have been accepted by us only once the Goods have been delivered and/or provision of the Services has commenced.

## 3. Price

3.1 The Price shall be the price that we quote from time to time as confirmed on our Order Acknowledgment.

3.2 Carriage and/or installation on deliveries within mainland UK shall be chargeable. It is your responsibility to ensure that we have access to and that your premises are suitable for delivery and installation of the Goods.

3.3 Prices quoted are exclusive of VAT which is chargeable at the current rate.

3.4 You shall have no right to set off any counterclaim or deduction against any monies which are payable by you to us.

## 4. Payment

4.1 A suitable deposit may be required with your order. Where such order is for bespoke goods, should you subsequently cancel the order, this deposit may be forfeited to cover costs incurred by us. The balance of payment is due 30 days after delivery of the Goods or commencement of the provision of the Services subject to the terms of this Condition 4.1. If the Price is payable with return of the Order Acknowledgment signed by you, or if in our reasonable judgement at any time prior to delivery your financial status warrants it as notified to you the Goods will not be delivered and/or the Services not commenced until payment has been received from you. The time for payment shall be of the essence.

4.2 In the event of default in payment by the due date then, without prejudice to any other remedy that we may have, we reserve the right at any time to impose a late payment charge of 2% per annum above Lloyds TSB base rate from time to time (both before and after any judgment) or part thereof on monies overdue, not to carry out any repair or replacement pursuant to Condition 8, to suspend any further deliveries or suspend completion of the provision of the Services, and to recover from you all of our legal or other costs incurred as a result.

4.3 We may at any time or times, without notice to you, set off any of your liabilities to us against any of our liabilities to you, whether any such liability is present or future (whencever arising), liquidated or unliquidated, arising under the Contract or otherwise. Our rights under this clause are without prejudice to any other rights or remedies available to us under the Contract or otherwise.

## 5. Delivery, collection and installation

5.1 We shall arrange for the delivery and installation of the Goods unless otherwise specified in the Order Acknowledgment subject to Condition 5.9.

5.2 Goods may be collected by you from the premises notified to you for those purposes provided payment of the Price is made by you, and cleared funds received by us, before the time of collection, or the Price has been charged to an approved credit account beforehand.

5.3 The Goods will be delivered to you and installed (if required) and/or the Services will be provided at the address stated in the Order Acknowledgment.

5.4 Whilst we shall make every reasonable effort to deliver and install the Goods and/or commence provision of the Services by the Delivery Date, the Delivery Date is given as an estimate only and we shall not be liable to make good any damage or loss arising directly or indirectly from delay or advance in delivery.

5.5 Where the Goods are to be delivered in instalments each delivery shall constitute a separate contract and failure by us to deliver any one or more of the instalments in accordance with these Conditions shall not entitle you to treat the Contract as a whole as repudiated.

5.6 At least two weeks' written notice must be given by you to us of any change likely to affect delivery or installation of the Goods or commencement of provision of the Services.

5.7 We reserve the right to charge storage where you delay delivery or installation of the Goods more than three months after the date of delivery or installation stated in the Order Acknowledgment. This rate will be 3% above the current bank base rate, multiplied by the sales contract value of the goods in storage.

5.8 You will be liable for any charges incurred during the delivery and installation of the Goods if any mechanical devices are required to make the physical delivery and installation.

5.9 We recommend that all Goods that are strength equipment are secured to the floor by a suitable technician who is familiar with the composition of the floor and subflooring and the placement of utility and service lines in the subflooring to eliminate rocking and tipping over.

## 6. Cancellation

6.1 If you are a consumer for the purposes of the Regulations you may cancel any order for Goods at any time up to 7 days from delivery of the Goods by written notice to us provided that;

6.1.1 You return the Goods and pay for the cost of return; and

6.1.2 You retain possession of the Goods and take reasonable care of the Goods until return.

6.2 We shall refund to you the price paid for the Goods (less any deductions which we are legally entitled to make) within a period not exceeding 30 days beginning with the day on which the notice of cancellation was given by you.

6.3 If you fail to return the Goods in accordance with Condition 6.1.1 then we may charge you for the direct costs of recovering the Goods.

## 7. Risk and property

7.1 Risk or damage to or loss of the Goods will pass to you at the time of delivery.

7.2 Claims for loss or damage to the Goods in transit must be made by you directly to us within three days of receipt of the Goods.

7.3 The Goods should be signed for 'not examined' unless opened on receipt and found correct, otherwise we cannot accept responsibility for loss or damage to the Goods caused in transit.

7.4 If you notify us of a claim pursuant to Condition 7.2 and if the Goods, following inspection by us, are not found to be defective, our costs of inspection shall be borne by you. If the Goods are found to be defective, we shall at our option replace them or credit you with the Goods' invoiced value or part thereof and this shall be the limit of our liability.

7.5 Title in the Goods shall not pass to you until we have received in cleared funds payment in full for the Goods and for all other goods agreed to be sold by us to you. Until such time you shall;

7.5.1 Keep the Goods separate from goods that belong to you and third parties, properly stored, protected, insured and identified as our property; and

7.5.2 (Provided that the Goods have not been resold by you) if requested by us deliver up the Goods to us and, if you fail to do so forthwith, allow us to enter upon your premises or the premises of any third party where the Goods are stored, in order to repossess the Goods.

## 8. Guarantee

8.1 Life Fitness offers a limited warranty on the Goods it sells, and that warranty varies from product to product. Current Warranty Tables are available at [www.lifefitness.co.uk](http://www.lifefitness.co.uk) or on request. All Goods are warranted from the date of delivery against any manufacturing fault and in respect of defective materials, without any limitation on usage.

8.2 Our liability under this Condition 8 is limited to the replacement of parts that in our opinion are defective and is in lieu of all other warranties of any kind expressed or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose and all other obligations or liabilities on our part (other than for consumer Goods). These defective parts will be repaired or replaced with new parts, new or reconditioned units, as may be reasonable in the circumstances.

8.3 This Condition 8 does not cover:

8.3.1 Any equipment repairs resulting from the installation of parts or accessories that have been carried out by a technician that has not been approved by us;

8.3.2 Goods that have not been maintained periodically as detailed in any instruction or operation manual relating to the Goods at the intervals specified;

8.3.3 Modifications or alterations that have been carried out which have neither been provided for nor authorised by us or which have been carried out without complying with the technical instructions specified by us;

8.3.4 Equipment that has been vandalised, abused, including overloading, or cases where you or the user has not complied with the instructions given in any instruction or operation manual;

8.3.5 Routine maintenance, periodical checks and adjustments;

8.3.6 The replacement of parts subject to normal wear and tear taking into account the usage of the Goods;

8.3.7 Damage by natural elements (e.g. floods) or resulting from accidents;

8.3.8 Any financial loss or loss of a nature specified in Condition 9.2 as a consequence of the Goods being unusable.

8.4 Repairs carried out under this Condition 8 do not extend the period of validity of any guarantee. Parts or units removed for replacement under this Condition 8 become our property. In the case of a change of ownership, subsequent owners will benefit from the remaining period of the guarantee provided that the conditions of application have been followed by each of the owners.

## 9. Exclusion and limitation of liability

9.1 Our entire financial liability in respect of;

9.1.1 Any breach by us of the Contract; and

9.1.2 Any representation, statement or tortious act or omission including negligence arising from the supply of the Goods and/or the Services; shall be limited to the amount paid by you for the Goods and/or the Services.

9.2 We shall not be liable to you in any circumstances for any loss of profit, loss of business, depletion of goodwill or for any indirect, special or consequential loss.

9.3 We give no representation or warranty as to any health benefits of use of the Goods or that use of the Goods is a suitable treatment for any medical condition. If your customers or persons who you allow to use the Goods are suffering from any medical condition they must consult a doctor prior to use of the Goods. We shall have no liability to you, your customers or persons who you allow to use the Goods, for death or personal injury caused by use of the Goods otherwise than in accordance with instructions or for the purpose for which the Goods were not designed.

9.4 We shall have no liability to you for damage to your property caused during installation unless you notify us of such damage within 7 days of installation.

## 10. Insolvency

10.1 If you, as a natural person, die or be subject of an order under the Mental Health Act 1959, of any distress or execution is levied upon your property or assets, or if you shall offer to make a scheme or arrangement with creditors or commit any act of bankruptcy or, being a company, have a receiver, manager or administrative receiver appointed over any part of your undertaking or assets, or if a resolution for the winding up of the company be passed then we may treat all sums due or to become due on any accounts as immediately payable and suspend or cancel further delivery or require payment in advance or recover any Goods which are unsold wherever they are stored, or treat the Contract as terminated but without prejudice to any other rights which we may have.

## 11. Waiver

11.1 Waiver by us of breach by you of any of these Conditions shall not be considered as a waiver of any subsequent breach of that or any other provision.

## 12. Miscellaneous

12.1 Save as otherwise provided you may not assign any rights or delegate any duties hereunder.

We reserve the right to subcontract any or all of our obligations hereunder.

12.2 All goods will comply as at date of delivery with all relevant British (and European) Standards and legislation ("the Relevant Legislation"), and:

12.3.1 It is your responsibility to ensure that the premises in which the Goods are to be used also meet all Relevant Legislation.

12.3.2 If we are asked and agree to design a layout for the gym or other space where the Goods are to be installed or used we shall in so doing have regard to the provisions of the Relevant Legislation and other safety considerations in preparing the design layout and the positioning within the premises of the Goods but shall not accept any liability of whatsoever nature for your failure to comply with our recommendations or for deviating from design(s) or by otherwise failing to comply with the Relevant Legislation insofar as it relates to the positioning of the Goods to the extent that the installation or positioning of the Goods is at variance with our design or other recommendations.

12.4 These Conditions shall be subject to and construed in accordance with English Law and you submit to the jurisdiction of the English Courts.

12.5 We shall not be liable to you for any failure or delay in performance of the Contract if it is due to any event beyond our reasonable control including, without limitation, acts of God, war, industrial disputes, fire, flood, tempest and national emergencies and if we are so delayed we shall be entitled to a reasonable extension of time for performing our obligations.



**LIFE FITNESS UK STANDARD WARRANTY TABLE  
COMMERCIAL - STRENGTH**

UPDATED NOVEMBER 2016

PRODUCT	RANGE	COMPONENTS (Inc. Pulleys, Weight Plates, Guide Rods and Blocks)	LABOUR	FRAME	COSMETIC / CONSUMABLE ITEMS (Inc. Cables, Upholstered Pads and Grips)
LIFE FITNESS INSIGNIA SERIES	SELECTORISED	2 YEARS	2 YEARS	10 YEARS	90 DAYS
LIFE FITNESS SIGNATURE SERIES	CABLE MOTION MULTI-JUNGLE PLATE LOADED BENCHES AND RACKS SELECTORISED	2 YEARS	2 YEARS	10 YEARS	90 DAYS
LIFE FITNESS OPTIMA SERIES		2 YEARS	2 YEARS	10 YEARS	90 DAYS
LIFE FITNESS CIRCUIT SERIES		2 YEARS	2 YEARS	10 YEARS	90 DAYS
HAMMER STRENGTH	HD ELITE / SELECT / MTS / PLATE LOADED / BENCHES AND RACKS	2 YEARS	2 YEARS	10 YEARS	90 DAYS
SYNRGY360	ALL MODELS	2 YEARS	2 YEARS	10 YEARS	90 DAYS
SYNRGY BLUESKY	ALL MODELS	1 YEAR	2 YEARS	5 YEARS*(excluding coatings) *against structural failure due to corrosion or defects in workmanship	N/A
CYBEX EAGLE NX		2 YEARS	2 YEARS	10 YEARS	90 DAYS
CYBEX PRESTIGE	INCLUDES TOTAL ACCESS IFI	2 YEARS	2 YEARS	10 YEARS	90 DAYS
CYBEX VR1		2 YEARS	2 YEARS	10 YEARS	90 DAYS
CYBEX PLATE LOADED		2 YEARS	2 YEARS	10 YEARS	90 DAYS
CYBEX BRAVO		2 YEARS	2 YEARS	10 YEARS	90 DAYS
CYBEX JUNGLE GYM		2 YEARS	2 YEARS	10 YEARS	90 DAYS

**IMPORTANT NOTES**

The warranties shown represent the Standard UK Terms provided with Life Fitness and Cybex branded products sold and installed within the UK (including Northern Ireland and the Channel Islands). Commercial products purchased in the UK and shipped overseas (without installation by Life Fitness) may not be covered by UK warranty, please seek advice before ordering. Warranty coverage provides a repair guarantee (Parts and Labour as specified) in the event that the product and/or any component fails during the warranty period. UK warranty provision does not provide cover in the event of user misuse, abuse or accidental damage. UK warranty provision does not provide cover against site environmental factors outside Life Fitness' control (e.g. heavy moisture content or chlorinated air environment). UK warranty provision does not provide cover for any repairs or adjustments needed on customers' own AV/IT infrastructures which may interfere with Life Fitness or Cybex product. Warranty coverage may be invalidated if equipment is moved/reinstalled at a different location by an unauthorised agent, please contact Life Fitness directly if you require assistance with equipment moves. Any Extended Warranty or Service Contract provisions included within a specific Customer Purchase Agreement or Contract will prevail over the standard terms stated here. Parts purchased directly by the Customer are covered by a 90 day warranty to protect against any inherent defect or issue within that Part, but does not extend the warranty on the complete Product. Regular maintenance remains the responsibility of the customer to ensure that equipment is cleaned and maintained in accordance with Life Fitness' guidelines. Life Fitness reserves the right to charge customers in the event that a Technician is called to attend under Warranty, but no fault is found. The provision of warranty on any non Life Fitness product purchased through Life Fitness will be supported by the relevant manufacturer in accordance with their own terms, and are not the responsibility of Life Fitness.

[www.lifefitness.co.uk](http://www.lifefitness.co.uk) | 01353 666017

**HAMMER  
STRENGTH**

**SCYBEX**

**INDOOR CYCLING**

**SCI-FIT**

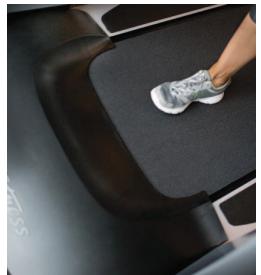
**inmovement**

**BRUNSWICK**



**LifeFitness**

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*LifeFitness*

**HAMMER  
STRENGTH**

**SCYBEX**

**INDOOR CYCLING**  
GROUP

**SCI-FIT**

> inmovement

The logo is a dark blue, ornate shield-shaped badge. The word "AUTHENTIC" is at the top, "EST." is in the middle, and "BRUNSWICK" is in large letters below. At the bottom, it says "AMERICAN" and "MADE".