

## **Warranty on Stryd Products (the “Warranty”)**

Stryd warrants that Stryd’s products (each a “Product”) will be free from defects in materials or workmanship for one **(1) years from the date that you the customer (the “Customer”) purchase the Product.** If the Product does not conform and perform in all material respects to specifications in the description of the Product, Stryd shall, at its sole option, repair or replace any components that fail in normal use. Repairs or replacements arising under this warranty section will be at no charge to the Customer. Such warranty applies to all Products purchased within the United States.

Notwithstanding the above, for all Products purchased by you the Customer within the boundaries of the European Union, Stryd provides the Warranty for two (2) years, or such longer time as required by the local laws of the European Union member state in which the Product was purchased.

For the purposes of this section, where the Product was purchased will be determined by the shipping address provided by the Customer to Stryd at the time of purchase.

## **When the Warranty Does Not Apply**

This warranty does not apply to damage or malfunction caused by (i) accident, (ii) cosmetic damage not affecting use of the Product, (iii) use of the Product beyond the intended uses of the Product described in the description of the Product, (iv) water, fire, nature, or any act of God, (v) or any other use of the Product with the intent to modify or alter the Product from its original configuration. Stryd reserves the right to refuse warranty claims when the Customer has procured the Product in any way that breaks the laws of any country, or if Customer has procured the Product at auction. Stryd intends the Product to function solely as an aid to training. Stryd makes no warranty as to the effectiveness of the Product in improving the Customer’s performance or the accuracy of the data that the Product generates.

## **Warranty on Repairs**

Stryd warrants that any repairs made by Stryd to a Product purchased by the Customer in response to a valid warranty claim by the Customer shall have a warranty period of ninety (90) days (the “Repair Warranty Period”). The Repair Warranty Period will not depend on the original warranty. By way of example, if Stryd repairs a Product with 30 days remaining under the original warranty, the Repair Warranty Period will be in effect for 60 days beyond the original warranty. The Repair Warranty Period shall begin on the date that Stryd completes the repair of the Product.

Stryd retains the exclusive right at Stryd’s sole discretion and as Customer’s exclusive remedy for any breach of warranty to repair or replace any eligible Product with either a new or refurbished Product.

## **Disclaiming Additional Warranties**

EXCEPT FOR THE WARRANTIES PROVIDED HEREUNDER, AND TO THE EXTENT PERMITTED BY LAW, THE PRODUCTS SOLD HEREUNDER ARE PROVIDED "AS IS" WITHOUT WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE.

## **Limitation of Liability**

UNDER NO CIRCUMSTANCES SHALL STRYD, OR ITS RESPECTIVE OFFICERS OR AGENTS, BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF BUSINESS, REVENUE, PROFITS, USE, DATA, OR OTHER ECONOMIC ADVANTAGE ARISING FROM CUSTOMER'S USE OF THE PRODUCT, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, EVEN IF STRYD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF SUCH DAMAGES WERE FORESEEABLE. IN NO EVENT SHALL ANY LIABILITY EXCEED THE AMOUNT ACTUALLY PAID FOR THE PRODUCT BY THE CUSTOMER.

## **Instructions for Warranty Service**

To obtain warranty service, contact Stryd at [support@stry.dom](mailto:support@stry.dom). A Stryd representative will supply you the Customer with shipping instructions. Pack the Product securely with a copy of the return instructions, mail the package to

Stryd, Inc.  
2450 Central Ave, Suite G  
Boulder CO 80301  
USA

## **Warranty Transfer**

The Warranty will transfer to any subsequent recipient of the Product (each a "Subsequent Recipient") after the Customer. For such Subsequent Recipient to make use of the Warranty, such Subsequent Recipient must provide the original sales receipt to Stryd. For the avoidance of doubt, the start of the term of the Warranty will remain the date that the Customer purchased the Product.

## **Amendment**

This warranty section may be amended at any time and for whatever reason by Stryd in Stryd's sole discretion.