Shelter At Home – Warranty Policy

**Warranty**

Shelter At Home Pty Ltd ACN 640 329 022 (**Shelter**) offers the following Warranty, which applies only to non-commercial, in-home, indoor and proper use of the Equipment (**Permitted Use**). Any other use of the Equipment shall void this Warranty. The Warranty commences on the delivery date of the Equipment (**Delivery Date**) and concludes at the end of each relevant Warranty period as specified in section 1, 2 and 3 of this Warranty Policy (each a **Warranty Period**). During each Warranty Period, the covered components of the Equipment will be free of defects or malfunctions during any Permitted Use of the Equipment. Certain exclusions apply, as described in this Warranty.

The Warranty applies for the following components of the Equipment only. The Warranty applies only against defects discovered within the applicable Warranty Period and only so long as the Equipment remains in the possession of the original purchaser, or, for gifted Equipment, the owner of the original Membership attached to that Equipment.

This Warranty is the exclusive warranty given by Shelter and supersedes any prior, contrary or additional representations. All other warranties, express or implied, including any statutory warranty or condition of merchantability or fitness for a particular purpose, are disclaimed except to the extent prohibited by law.

The Warranty is limited to the duration of the Warranty Period. This exclusion applies even if this warranty fails of its essential purposes and regardless of whether damages are sought for breach of warranty, breach of contract, negligence, or strict liability in law or in equity.

Unless defined in this Warranty Policy, all capitalised terms in this Warranty Policy have the meaning given in the Terms and Conditions which can be found on Shelters website. To the extent of any inconsistency, defined terms within this Warranty Policy shall prevail over the same defined term in the Terms and Conditions.

# Shelter At Home Exercise Bike: 12 Months

Shelter warrants the components and all original parts of the Pro Shelter At Home Exercise Bike (**Pro Bike**) and Essential Shelter At Home Bike (**Essential Bike**) against defects in workmanship and materials for a Warranty Period of 12 months from the date of delivery of the Pro Bike (**Delivery Date**). The Pro Bike and Essential Bike is not warranted against normal wear and tear and it is important that each Members uses reasonable care and skill to maintain the Pro Bike and Essential Bike by inspecting the pedals, cleats and other components regularly for any damage, loose parts or other signs of wear and tear that could cause breakdowns or failures.

Please refer to Shelter’s guide on maintaining your Pro Bike or Essential Bike, available on Shelter’s website.

# Equipment (except Pro Bike and Essential Bike): 12 Months

This clause 3 applies to all Equipment provided pursuant to a Membership except for the Pro Bike and Essential Bike (together, the **Other Equipment**). Shelter warrants the components and all original parts of the Other Equipment that come with a Membership against defects in workmanship and materials for a period of 12 months from the Delivery Date. The Other Equipment is not warranted against normal wear and tear and it is important that you maintain the Other Equipment by inspecting the Other Equipment regularly for any damage, loose parts or other signs of wear and tear that could cause breakdowns or part failures.

Please refer to Shelter’s guide on maintaining the Other Equipment, available on Shelter’s website.

# Exclusions and Limitations

## Who and what is covered:

### The Member who purchased the Equipment pursuant to their Membership will be covered by the Warranty. The Equipment must remain in the possession of the original Member who purchased the Equipment pursuant to their Membership, or, for gifted Equipment, the owner of the original Membership attached to that Equipment. This Warranty is not transferable.

### If a defect arises in the Equipment or a warranted component within the applicable Warranty Period, the purchaser’s sole and exclusive remedy is for Shelter to, at Shelter’s sole discretion but to the extent permitted by law, either replace or repair the defective or malfunctioning Equipment or component with the same or a comparable model.

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

## What is not covered:

### Any other Shelter products or services, non-Shelter products or labour, units that are, or that Shelter reasonably believes to be, stolen, counterfeit, or purchased from an unauthorized distributor or reseller, units purchased or used outside Australia, and units missing serial numbers.

### Software, even if sold with or embedded in the Equipment, or Internet connectivity. Shelter does not warrant that the operation of the Equipment will be uninterrupted or error-free.

### Damage or equipment failure due to normal wear and tear, improper or negligent assembly, maintenance, installation, relocation, or repair (other than that caused by a Shelter authorised service technician), use of the Equipment with parts or accessories from third parties, or with parts or accessories not originally intended for or compatible with the Equipment, or any use contrary to Shelter’s instructions.

### 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, natural disasters, Force Majeure Events 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 unauthorised or not recommended by Shelter.

### Incidental or consequential damages. Shelter 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 damages of any nature whatsoever in connection with the purchase, use, repair or maintenance of equipment or parts. Shelter does 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. Equipment used for commercial purposes or for any use other than a single family or household.

### Any attempt to move or repair fitness equipment creates a risk of injury and property damage. Shelter is not responsible or liable for any damage or injury incurred during, or as a result of, any move, repair or attempted repair of equipment by anyone other than a Shelter authorised service technician. All moves or repairs attempted by you or your agents are undertaken at your own risk and Shelter shall have no liability for any injury to any person or property arising from such attempted moves or repairs. In addition, labour may no longer be covered if you move outside of Shelter’s service area.

### Where permitted by law, replacement units, parts and electronic components reconditioned to as-new condition by Shelter or its vendors may sometimes be supplied as warranty replacement and constitute fulfillment of warranty terms.

# How To Obtain Warranty Service

To be eligible for service under this Warranty you must contact the Shelter support team. You will be asked to provide Shelter with the serial number of your Equipment and the dated receipt, or other proof of purchase indicating the date purchased, upon discovering any form of defect. Claims must be made within the specified Warranty Period.

Any disputes between you and Shelter related to this Warranty or the Equipment will be governed by the then-current dispute resolution procedures in Shelter’s Terms and Conditions, available at [www.the-shelter.com.au/shelterathome/](http://www.the-shelter.com.au/shelterathome/).

# Consumer Guarantees – Australian Consumer Law

The rights and liabilities attaching to this Warranty Policy are in addition to the statutory rights which a Member may be entitled to under the Australian Consumer Law (**ACL**) (Schedule 2, *Competition and Consumer Act 2010* (Cth)). The Equipment is subject to the Warranty for the Warranty Period and is of the nature described in this Warranty Policy. The Warranty Policy in no way excludes or limits a Member’s rights under the ACL.

A Member is entitled to replacement, a refund or to have the Equipment repaired if the Equipment fails to be of acceptable quality and the failure of the Equipment does not amount to a major failure, including any reasonably foreseeable loss. Equipment presented for repair may be replaced with refurbished Equipment of the same type rather than being repaired. Furthermore, refurbished parts may be used in repairing the Equipment.