

Intrepid Equipment Limited Warranty

Limited Three (3) Year Warranty on the Frame of the Handcycle

Intrepid Equipment warrants the original unmodified frame for materials and workmanship for three (3) years to the original owner of the handcycle. During this period Intrepid Equipment will, at Intrepid Equipment's option, repair or replace a defective part without charge to you for parts and labor. You must deliver the entire handcycle to Intrepid Equipment. You must pay for all transportation and insurance charges for the handcycle to and from Intrepid Equipment's location.

Limited Ninety (90) Day Warranty on Handcycle Moving Parts

For moving handcycle parts other than the original frame of the handcycle, Intrepid Equipment warrants the original parts for materials and workmanship for ninety (90) days to the original owner of the handcycle. THIS WARRANTY DOES NOT EXTEND TO THE FABRIC PORTIONS OF THE HANDCYCLE INCLUDING THE CUSHION AND SLUNG SEAT OF THE HANDCYCLE. During this period Intrepid Equipment will, at Intrepid Equipment's option, repair or replace a defective part with a new or refurbished part without charge to you for parts and labor. You must deliver the entire handcycle to Intrepid Equipment. You must pay for all transportation and insurance charges for the handcycle to and from Intrepid Equipment's location.

Your Responsibility

The above Warranty is subject to the following conditions:

- (1) You must provide your bill of sale or other proof of purchase
- (2) All warranty servicing of your handcycle must be done by Intrepid Equipment.
- (3) Transportation and Insurance charges to and from Intrepid Equipment for Warranty servicing are not covered by this warranty. You are responsible for paying these charges.
- (4) Warranties extend only to defects in materials and workmanship as limited above and do not extend to: any handcycle parts which have been lost or discarded by you; or to damage to the handcycle caused by misuse, accident, Acts of God, improper maintenance, improper assemblage, or use in violation of the instructions provided by Intrepid Equipment; or to handcycles which have been modified.

ALL WARRANTIES IMPLIED BY THE LAW OF ANY STATE OF THE UNITED STATES OF AMERICA INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY LIMITED TO THE DURATION OF THE LIMITED WARRANTIES SET FORTH ABOVE, BEGINNING WITH THE DATE OF ORIGINAL RECEIPT OF THE HANDCYCLE AND NO WARRANTIES WHETHER EXPRESSED OR IMPLIED SHALL APPLY TO THE PRODUCT THEREAFTER. WITH THE EXCEPTION OF ANY WARRANTIES IMPLIED BY THE LAW OF ANY STATE OF THE UNITED STATES OF AMERICA AS HEREBY LIMITED THE FOREGOING WARRANTY IS EXCLUSIVE, AND IN LIEU OF ALL OTHER WARRANTIES, GUARANTEES, AGREEMENTS AND SIMILAR OBLIGATIONS OF INTREPID EQUIPMENT WITH RESPECT TO THE REPAIR OR REPLACEMENT OF ANY PARTS. IN NO EVENT SHALL INTREPID EQUIPMENT BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES.

This Warranty is valid only in the United States of America. This warranty gives you specific legal rights. However you may have other rights which may vary from state to state. Some states do not allow limitation on implied warranties or exclusion of consequential or incidental damages therefore these restrictions may not apply to you.

Any controversy or claim arising out of or relating to the sale of the Intrepid Tourer Handcycle shall be settled first by negotiation; if that fails, then the dispute shall be arbitrated by one arbitrator. A judgment upon the award rendered by the arbitrator may be entered in any Court with jurisdiction. If appropriate, the AAA Optional Rules for Emergency Measures of Protection (and, if applicable, the AAA Optional Procedures for Large, Complex Commercial Disputes) will apply to these proceedings.

GOVERNING LAW: This agreement shall be construed in accordance with, and governed by, the laws of the state of Nevada (excluding the principles of conflicts of laws).