

**FAIRFIELD TOWNSHIP
RESOLUTION NO. 22-43**

**RESOLUTION TO APPROVE PURCHASE OF WELLNESS EQUIPMENT FROM
JOHNSON HEALTH TECH NORTH AMERICA, INC., FOR THE POLICE DEPARTMENT
IN THE TOTAL AMOUNT OF \$38,888.51.**

WHEREAS: The Police Chief has recommended the purchase of wellness equipment for the health and wellness of the Police Department personnel; and

WHEREAS: Officer wellness is part of the Ohio Collaborative for which Fairfield Township has received certification from the State of Ohio; and

WHEREAS: The equipment will help keep our personnel fit and healthy and will contribute to maintaining our certification with the State of Ohio;

NOW, THEREFORE, BE IT RESOLVED, by the Trustees of Fairfield Township, Butler County, Ohio, as follows:

SECTION 1: The Board of Trustees hereby approves the purchase of wellness equipment from Johnson Health Tech North America, Inc., for the Police Department in the total amount of \$38,888.51, to be paid out of Fund 2191, and included herein on Attachment "A".

SECTION 2: This resolution is the subject of the general authority granted to the Board of Trustees through the Ohio Revised Code and not the specific authority granted to the Board of Trustees through the status as a Limited Home Rule Township.

SECTION 3: That it is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in meetings open to the public, in compliance with all legal requirements including §121.22 of the Ohio Revised Code.

SECTION 4: This Resolution shall take effect at the earliest period allowed by law.

Adopted: February 8, 2022

Board of Trustees

Shannon Hartkemeyer:

Michael Berding:

Joe McAbee:

Vote of Trustees

yes

yes

no

AUTHENTICATION

This is to certify that this is a resolution which was duly passed, and filed with the Fairfield Township Fiscal Officer this 8th day of February, 2022

ATTEST:

Shelly Schultz

Shelly Schultz, Fairfield Township Fiscal Officer

APPROVED AS TO FORM:

L.E. Barbieri

Lawrence E. Barbieri, Township Law Director



MATRIX

FITNESS EQUIPMENT PROPOSAL

PREPARED EXCLUSIVELY FOR

Fairfield Township Police Department
Nicholas Spradling
January 12, 2022

PREPARED BY

Matrix Fitness
Tom Varga
1600 Landmark Dr
Cottage Grove, WI 53527
330-267-8741
Tom.Varga@matrixfitness.com

1/7/22, 2:06 PM

[View Contract Details](#)

Ohio | Procurement

Ohio | Department of
Administrative Services

Current Contract Detail

Contract Title

Fitness Equipment

General Information

Contract Type:	State Term Schedule	Supplier:	Johnson Health Tech North America, Inc.
Contract Status:	Awarded	Supplier OAKS Contract ID:	800607
Commodity Category:	Sporting, Athletic, Marine, Watercraft & Other Outdoor Equip. & Svcs	Dealers(s):	View
Schedule Number:	800607	Comments/Memo:	Current Contract Pricelist
Index Number:	STS650		Contract Analyst: Brian Browder Brian.Browder@das.ohio.gov
		Expiration Date:	6/31/2022

Associated PDF Files

Amendment/Addenda: ... ▼ Select to view

Original Contract: [View ORIGINAL CONTRACT](#) 

<https://procure.ohio.gov/proc/viewContractsAwards.asp?contractID=36036>

Procurement Programs

Open Solicitation: Yes

Other

QUOTE

MATRIX

Date: 01/12/2022
Quote #: QUO-114270-L5K4P1
Expires On: 02/11/2022

Primary Sales Contact
Tom Varga
P: 330-267-8741 F: 608-839-5689
Tom.Varga@matrixfitness.com

Alternate Sales Contact
Kari Sweeney
P: F:
kari.sweeney@johnsonfit.com

Bill To:
Fairfield Township Police Department
Nicholas Spradling
6485 Vonnle Vale Crt
Hamilton, OH 45011
US
(513) 867-6015 -

Ship To:
Fairfield Township Police Department
6485 Vonnle Vale Crt
Hamilton, OH 45011
US

Comments:

Shipping Notes:

Qty	Model Number	Description (Sell sheet hyperlinks in Blue)	List Price	Net Unit Price	Ext. Price
1	T1X-04	Matrix T1X-04 Treadmill	\$5,145.00	\$3,947.50	\$3,947.50
1	E1X-02	Matrix E1X Elliptical	\$4,835.00	\$2,817.00	\$2,817.00
1	G3-MS20_7	Matrix Aura - Adjustable Cable Crossover	\$5,490.00	\$3,016.80	\$3,016.80
1	G3-MS53-02	Matrix Aura Seated Row Iced Silver	\$2,785.00	\$1,530.00	\$1,530.00
1	G3-MS51-02	Matrix Aura Lat Pulldown	\$2,655.00	\$1,458.00	\$1,458.00
1	G3-MS50CK + Shroud	MX Aura 5-stack Connect Kit w/Shroud-IS	\$760.00	\$414.00	\$414.00
1	MG-PL70-03	Matrix MG 45 Degree Leg Press-IS/OB	\$5,130.00	\$2,872.80	\$2,872.80
1	G3-S71_7	Matrix Aura - Leg Extension	\$4,455.00	\$2,762.50	\$2,762.50
1	G3-S72_7	Matrix Aura - Seated Leg Curl	\$4,455.00	\$2,827.00	\$2,827.00
1	G3-S60_7	Matrix Aura - Dip Chin Assist	\$4,815.00	\$2,388.75	\$2,388.75
1	VY-M49-04	VY PL Angled Smith Press;	\$5,025.00	\$2,412.00	\$2,412.00
2	VY-D70-02	Varsity Series FW - 10-pair Dumbbell Rack	\$950.00	\$478.80	\$957.60
1	XT-5-50RBR-HEX	XULT Rubber Hex DB 005-050 Set Black	\$1,945.00	\$879.75	\$879.75
1	XT-55-100RBR-HEX	XULT Rubber Hex DB 055-100 Set Black	\$5,480.00	\$4,204.50	\$4,204.50
2	XT-100URE-PLATE	XULT Urethane Plate 100lb Black	\$400.00	\$306.88	\$613.76

List Price Total \$55,675.00

Customer Savings \$22,573.04

Equipment Sales Price \$33,101.96

FRT/ASM/DEL \$5,136.98
Trans Surcharge \$649.57

Customer Subtotal (before tax) \$38,888.51

Tax (Estimated,subject to change) \$0.00

Total Amount Due (USD)(including tax) \$38,888.51

Sign Below to accept this order and acknowledge receipt and acceptance of the JHTNA Terms and Conditions of the sale, and the JHTNA Electrical (treadmill only) & cabling (entertainment only) requirements and the JHTNA Strategic Partner Warranty

PRICES SUBJECT TO CHANGE - PRICES BASED UPON TOTAL PURCHASE - ALL DELIVERY, TRAINING OR CONSULTING SERVICES TO BE BILLED AT PUBLISHED RATES - FREIGHT QUOTES ARE SUBJECT TO CHANGE BASED ON INFORMATION CONTAINED IN THE SITE SURVEY - ADDITIONAL CHARGES MAY APPLY

Payments must be made payable to:
Johnson Health Tech North America Inc

USPS only

**Johnson Health Tech NA Inc
27829 Network Place
Chicago, IL 60673-1278**

Fed-Ex, UPS, etc

**JPMorgan Chase
c/o Johnson Health Tech NA Inc. LBX # 27829
131 S. Dearborn, 6th Floor
Chicago, IL 60603**

Quote #: QUO-114270-L5K4P1

Quote Amount: \$38,888.51

Payment Terms: 100% PTS

Signature: _____

Print Name: _____

Facility Name: _____

Date of Acceptance: _____

Deposit Amount: _____

NOTWITHSTANDING ANY DIFFERENT OR ADDITIONAL TERMS THAT MAY BE CONTAINED IN PURCHASER'S PURCHASE ORDER, IF ANY, THIS ACCEPTANCE OF PURCHASER'S ORDER IS EXPRESSLY CONDITIONED UPON PURCHASER'S ASSENT TO THE TERMS AND CONDITIONS SET FORTH HEREIN AND TO THE ATTACHED TERMS AND CONDITIONS (COLLECTIVELY, THE "AGREEMENT"). IN THE EVENT THAT ANY OF THE TERMS OR CONDITIONS SET FORTH IN THE AGREEMENT CONFLICT OR ARE INCONSISTENT WITH ANY OF THE TERMS OR CONDITIONS CONTAINED IN PURCHASER'S PURCHASE ORDER, THEN PURCHASER EXPRESSLY ACKNOWLEDGES AND AGREES THAT THE TERMS AND CONDITIONS SET FORTH IN THE AGREEMENT SHALL SUPERSEDE AND CONTROL THIS TRANSACTION.

JHTNA TERMS AND CONDITIONS OF SALE

1. Acceptance and Governing Provisions. This writing constitutes an offer by Johnson Health Tech North America, Inc., a Wisconsin corporation ("JHTNA"), to sell the products and/or services described herein (collectively, the "Goods") to the purchaser to which it is addressed (the "Purchaser"), subject to the terms and conditions set forth on the face and reverse sides hereof and as set forth in the attached JHTNA Quote and the attached Power Requirements for Matrix Equipment (collectively, the "Agreement"). Acceptance of this Agreement is limited to said terms and conditions; and JHTNA hereby objects to any additional and/or different terms which may be contained in any of Purchaser's purchase order, acknowledgment or other forms, or in any other correspondence from Purchaser. In the event that any of the terms or conditions set forth in the Agreement conflict or are inconsistent with any of the terms or conditions contained in Purchaser's purchase order, acknowledgment, other forms, or in any other correspondence from Purchaser, then Purchaser expressly acknowledges and agrees that the terms and conditions set forth in the Agreement shall supersede and control this transaction. This offer expires thirty (30) days from its date or upon JHTNA's prior written notification thereof to Purchaser, unless Goods are subsequently shipped by JHTNA and accepted by Purchaser. All contracts are subject to acceptance by JHTNA only at Cottage Grove, WI, and sales, however ordered, are understood to be fully made and consummated at Cottage Grove, WI.

2. Payment. The purchase price, including any and all related costs, is due in full and must be received by JHTNA before shipment of the Goods, unless Purchaser has been approved by JHTNA for open credit. To apply for open credit, Purchaser must complete the JHTNA Credit Application and submit to MatrixAR@johnsonfit.com for review and approval. JHTNA will determine credit based the completed Credit Application, and may also rely on reference checking, D&B and Credit Safe Reports and review of complete Financials of Purchaser. Except as otherwise provided for herein, Purchaser shall pay the invoices in full, without deduction or set-off for any reason, in accordance with the payment terms set forth herein and in the invoices. Any amounts not received by JHTNA within thirty (30) days of Purchaser's receipt of JHTNA's invoice shall be past due. Interest shall be payable at the rate of eighteen (18%) per year (but not more than the highest rate permitted by applicable law) on all amounts past due. Unless otherwise prohibited by law, if at all, Purchaser agrees to pay JHTNA's actual attorney's fees and all costs incurred by JHTNA in connection with enforcing JHTNA's rights under this Agreement, including without limitation any non-payment of amounts owed and collections costs, whether or not litigation is commenced. If in JHTNA's sole judgment a Purchaser's financial condition at any time does not justify selling to Purchaser on open credit, JHTNA may require full payment in advance before proceeding with the order. If Purchaser defaults in any payment when due, then the entire purchase price shall become immediately due and payable in full or JHTNA may at its option, without prejudice to other lawful remedies, defer delivery or cancel the order.

3. Taxes and Other Charges. Any manufacturer's tax, occupation tax, use tax, sales tax, excise tax, duty, custom, inspection or testing fee, or any other tax, fee or charge of any nature whatsoever imposed by any governmental authority on JHTNA and/or Purchaser, or measured by the transaction between JHTNA and Purchaser shall be invoiced by JHTNA and paid by Purchaser in addition to the Product prices quoted or invoiced. In the event JHTNA is required to pay any such tax, fee or charge, Purchaser shall immediately reimburse JHTNA therefore upon demand by JHTNA.

4. Delivery, Claims and Force Majeure. Purchaser has the right to choose a carrier for delivery of Goods to Purchaser's facility. If Purchaser chooses a carrier, Purchaser has the obligation to and shall schedule pickup with JHTNA for pickup from one of JHTNA's facilities, Purchaser shall be solely responsible for all payments, cost and expenses related to scheduling, logistics and delivery. If Purchaser chooses to have JHTNA coordinate delivery of the Goods, JHTNA will do so pursuant to the terms of the Agreement. Delivery of Goods to a carrier at JHTNA's facility or other loading point designated by Purchaser or JHTNA (as the case may be) shall constitute delivery of title to Purchaser; and regardless of shipping terms or freight payment, all risk of loss or damage in transit shall be borne by Purchaser. JHTNA reserves the right to make delivery in installments; all such installments shall be separately invoiced and paid for by Purchaser when due per invoice, without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve Purchaser of its obligations to accept remaining deliveries.

Claims for shortages or other errors in delivery must be made in writing to JHTNA within five (5) business days after Purchaser's receipt of shipment of the Goods. Purchaser's failure to give such written notice to JHTNA shall constitute the unqualified acceptance of the Goods by Purchaser, and Purchaser shall be deemed to have waived all such claims for shortages or other errors relative to the delivered Goods. JHTNA is not responsible for any loss or damage to Goods during transit or delivery. Claims for loss or damage to Goods in transit shall be made by Purchaser to the carrier and not to JHTNA.

Purchaser's request for delivery reschedules shall be subject to JHTNA's prior written approval and thirty (30) days prior written notice.

All delivery dates of JHTNA are approximate. Further, JHTNA shall not be liable for any damage, loss, liability or expense as a result of any delay or failure to deliver due to any cause that is not reasonably foreseeable and that is outside JHTNA's reasonable control, including, without limitation, any act of God, act of the Purchaser, federal or state declarations, pandemics, embargo or other governmental act, regulation or request, fire, accident, strike, slowdown, war, riot, delay in transportation, unusually severe weather conditions, theft, or inability to obtain necessary labor, materials or manufacturing facilities. In the event of any such delay, the date of delivery shall be extended for a period equal to the time lost because of the delay.

5. Cancellation or Modification. Purchaser may cancel its order, reduce quantities, revise specifications or extend scheduled delivery only upon terms accepted by JHTNA in writing. If cancellation or modification of an order is approved by JHTNA in writing, Purchaser shall compensate JHTNA for all damages resulting therefrom, including, but not limited to, restocking fees and costs, out-of-pocket expenses and loss of profit and allocable overhead. In no event shall Purchaser cancel or modify an order after delivery of the Goods. Minimum order quantities and quantity discounts shall be applied to approved reduced quantities and current pricing shall be applied to revised specifications and rescheduled deliveries.

6. Changes. JHTNA may at any time make such changes in design and construction of products as shall constitute an improvement in the judgment and sole discretion of JHTNA. JHTNA may furnish suitable substitutes for materials unobtainable or rendered economically or otherwise impractical because of priorities or regulations established by governmental authority, non-availability or shortages of materials from suppliers or price changes.

7. Warranties. JHTNA warrants the Goods manufactured by JHTNA and supplied to Purchaser hereunder to be free from material defects in materials and workmanship, under normal use and service, for a time period in accordance with JHTNA's published warranty for the product then in effect at

the time Purchaser's order is placed. If within the applicable warranty period any such product shall be proved to JHTNA's satisfaction to be nonconforming due to a material manufacturer's defect in materials or workmanship, such product shall be repaired or replaced at JHTNA's option and cost. Subject to any other obligations JHTNA may have under this Agreement, such repair or replacement shall be JHTNA's sole obligation and Purchaser's exclusive remedy and shall be conditioned upon JHTNA's receiving written notice of any alleged defect within ten (10) days after its discovery and, at JHTNA's option, return of such product(s) to JHTNA, FOB JHTNA's designated location.

THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE; AND JHTNA EXPRESSLY DISCLAIMS AND EXCLUDES ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Any description of the products, whether in writing or made orally by JHTNA or JHTNA's agents, specifications, samples, models, bulletins, drawings, diagrams, engineering sheets or similar materials used in connection with Purchaser's order are for the sole purpose of identifying the products and shall not be construed as an express warranty. Any suggestions by JHTNA or JHTNA's agents regarding use, application or suitability of the products shall not be construed as an express warranty.

8. Returns. Products may be returned to JHTNA only when JHTNA's written permission shall be obtained by Purchaser in advance and upon JHTNA's issuance of an RMA number. Returned products must be fully insured by Purchaser up to the purchase price and securely packaged to reach JHTNA without damage, and any cost incurred by JHTNA to put products into marketable condition will be charged to Purchaser.

9. Assumption of Risk for Use. Purchaser and each user of the Goods sold by JHTNA pursuant to this Agreement shall be solely responsible for the proper use of such Goods. Purchaser acknowledges and agrees that use of such Goods may result in personal injury or death. The purchase of such Goods by Purchaser shall constitute Purchaser's acknowledgement and acceptance of any and all responsibility and liability that may result from use of the Goods. Purchaser's assumption of risk and liability shall not include liability that results solely from JHTNA's gross negligence, willful misconduct or breach of this agreement, including any material defect in the manufacturing of the Goods by JHTNA.

10. Limitation of Liability and Other Damages. Except as otherwise provided herein, JHTNA's liability hereunder and with respect to the Goods sold shall be limited to the warranty referred to in section 7 hereof, and, with respect to other performance of this Agreement, unless otherwise set forth herein, shall in no event exceed the total of the amounts paid to JHTNA by Purchaser.

JHTNA SHALL IN NO EVENT BE LIABLE TO PURCHASER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND, EVEN IF JHTNA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF OR RELATED IN ANY WAY TO THIS AGREEMENT OR THE PERFORMANCE OR BREACH OF THIS AGREEMENT, NOR SHALL JHTNA BE SUBJECT TO ANY OTHER OBLIGATIONS OR LIABILITIES, WHETHER ARISING OUT OF BREACH OF CONTRACT OR WARRANTY, NEGLIGENCE OR OTHER TORT OR ANY THEORY OF STRICT LIABILITY, WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY JHTNA, OR ANY UNDERTAKINGS, ACTS, OR OMISSIONS HEREUNDER OR RELATING THERETO.

Without limiting the generality of the foregoing, JHTNA specifically disclaims any liability for property or personal injury damages, including without limitation, death or disability, penalties, special or punitive damages, damages for lost profits or revenues, loss of use of products or any associated equipment, cost of capital, cost of substitute products, facilities or services, downtime, shutdown or slowdown costs, or for any other types of economic loss, and for claims of Purchaser's customers or any third party for any such property or personal injury damages; provided, however, that if such property or personal injury damages are solely the result of JHTNA's gross negligence, willful misconduct or breach of this Agreement, including a material defect in the manufacture of the Goods, then JHTNA shall defend, hold harmless and indemnify Purchaser from and against such liability resulting from JHTNA's gross negligence, willful misconduct or breach of this Agreement. However, JHTNA's liability shall not extend to any damages, including property or personal injury damages, that are shown to result from, in whole or in part, any alteration of the Goods by Purchaser or any other unauthorized third party, improper placement of the Goods by Purchaser or any other unauthorized third party, improper maintenance of the Goods by Purchaser or any other unauthorized third party or improper use of the Goods.

11. Indemnification. Purchaser shall indemnify JHTNA against any and all losses, liabilities, damages and expenses (including, without limitation, attorneys' fees and other costs of defending any action) which JHTNA may incur as a result of any claim by Purchaser or others arising out of or in any way connected with the Goods sold hereunder, including without limitation Purchaser's or any other third party's use of the Goods, any alteration of the Goods, any improper placement of the Goods or any improper maintenance of the Goods.

12. Security Agreement. If JHTNA has granted credit to Purchaser pursuant to Section 2 of this Agreement, then this Agreement shall constitute a Security Agreement between Purchaser, as Debtor, and JHTNA, as Secured Party, pursuant to Article 9 of the Uniform Commercial Code ("UCC"). Purchaser hereby grants to JHTNA a security interest, including without limitation, a first priority, purchase-money security interest, in and to all of the Goods manufactured, sold or provided by or on behalf of JHTNA to Purchaser pursuant to this Agreement, including without limitation, all fitness equipment, exercise equipment, replacement parts, accessories, and supplies (collectively, the "Equipment"), wherever located and whenever acquired, and further including without limitation, all proceeds thereof, including without limitation, all insurance proceeds and other proceeds thereof (collectively, the "Proceeds"), as security for Purchaser's obligation to pay for the Equipment and Purchaser's other obligations under this Agreement. Purchaser further authorizes JHTNA to file any UCC financing statements and amendments thereto or other instruments and to do all things deemed by JHTNA in its sole discretion necessary to attach and perfect JHTNA'S security interest in the Equipment and the Proceeds thereof under this Agreement.

Upon the occurrence of an event of default by Purchaser, including without limitation, a payment default under this Agreement, then JHTNA may, without notice or demand, exercise in any jurisdiction in which enforcement is sought, all of its rights and remedies under this Agreement, all rights and remedies of a secured party under the UCC, and all other rights and remedies available to JHTNA under applicable law, with all such rights and remedies cumulative and enforceable alternatively, successively or concurrently, including without limitation: (a) declaring all amounts due JHTNA by Purchaser to be immediately due and payable in full and the same shall thereon become immediately due and payable in full without demand, presentment, protest, or further notice of any kind, all of which are hereby expressly waived by Purchaser; and (b) taking possession of the Equipment, and for that purpose, entering upon any premises on which the Equipment or any part thereof may be situated and removing the same therefrom

without any liability for suit, action, or other proceeding, Purchaser hereby waiving any and all rights to prior notice and to judicial hearing with respect to repossession of collateral, and/or requiring Purchaser, at Purchaser's expense, to assemble and deliver the Equipment to JHTNA or to such place or places as JHTNA may designate.

13. Landlord's Liens. If Purchaser leases any real property upon which the Goods sold hereunder are to be located and applicable law provides for landlord's liens to secure rent obligations, then Purchaser shall notify, and obtain a written lien waiver from, each respective landlord for such locations and provide a copy of each written lien waiver to JHTNA and confirm that the Goods sold hereunder are not subject to any such lien of such landlord(s).

14. Technical Information. Any sketches, models or samples submitted by JHTNA shall remain the property of JHTNA, and shall be treated as confidential information. No use or disclosure of such sketches, models and samples, or any design or production techniques revealed thereby, shall be made without the express prior written consent of JHTNA.

15. Patents, Trademarks and Copyrights. JHTNA will, at its own expense, defend any suits that may be instituted by anyone against Purchaser for alleged infringement of any United States patent, trademark or copyright relating to any products manufactured and furnished by JHTNA hereunder, if such alleged infringement consists of the use of such Goods, or parts thereof, in Purchaser's business for any of the purposes for which the same were sold by JHTNA, and provided Purchaser shall have made all payments then due hereunder and shall give JHTNA immediate notice in writing of any such suit and transmit to JHTNA immediately upon receipt all processes and papers served upon Purchaser and permit JHTNA through its counsel, either in the name of Purchaser or in the name of JHTNA, to defend the same and give all needed information, assistance and authority to enable JHTNA to do so. If such Goods are in such suit held in and of themselves to infringe any valid United States patent, trademark or copyright, then: (a) JHTNA will pay any final award of damages in such suit attributable to such infringement; and (b) if in such suit use of such Goods by Purchaser is permanently enjoined by reason of such infringement, JHTNA shall, at its own expense and at its sole option, either (i) procure for Purchaser the right to continue using the Goods, (ii) modify the Goods to render them non-infringing, (iii) replace the Goods with non-infringing goods, or (iv) refund the purchase price and the transportation costs paid by Purchaser for the Goods.

Notwithstanding the foregoing, JHTNA shall not be responsible for any compromise or settlement made without JHTNA's written consent, or for infringements of combination or process patents covering the use of the Goods in combination with other goods or materials not furnished by JHTNA. The foregoing states the entire liability of JHTNA for infringement, and in no event shall JHTNA be liable for consequential damages attributable to an infringement.

As to any Goods furnished by JHTNA to Purchaser manufactured in accordance with drawings, designs or specifications proposed or furnished by Purchaser or any claim of contributory infringement resulting from the use or resale by Purchaser of Goods sold hereunder, JHTNA shall not be liable, and Purchaser shall indemnify and defend JHTNA against any damages, liability or expenses arising out of any claim made against JHTNA for any and all patent, trademark or copyright infringements.

16. Spacing Behind Treadmills. Per industry safety standards (ASTM F2115 and EN 957-6), JHTNA hereby notifies Purchaser of the need to locate treadmills ensuring that there is a two (2) meter long clear zone in the floor space behind each treadmill. The clear zone shall be at least the width of the treadmill and a minimum of 2 meters (6' 7") past the back end of the treadmill. There shall be no walls, no windows, no steps, and no other equipment placed within this clear zone. This clear zone is intended to ensure that if any user of a treadmill were ever to fall off the back of the treadmill, there will be an open and clear space behind the user so that injury may be minimized or avoided. Purchaser's failure to comply with this standard could result in injury to a treadmill user and potential liability to Purchaser. Although JHTNA is hereby expressly giving Purchaser notice of this requirement, only the Purchaser can ensure that Purchaser complies with this requirement and it is Purchaser's sole responsibility to do so. By purchasing exercise equipment from JHTNA, Purchaser accepts its responsibility to comply with this treadmill spacing requirement and all standards applicable to treadmill spacing and agrees to release JHTNA and its affiliated companies, including Johnson Health Tech Co., Ltd, and all of their officers, shareholders, employees, insurers and representatives (collectively, "the JHTNA Parties") from, and indemnify the JHTNA Parties from and against, any and all suits, claims, actions, legal proceedings, demands, losses, damages, costs and expenses, including attorneys' fees, resulting from claims for bodily injury or property damage arising out of or in any way relating to inadequate treadmill spacing, inadequate clear zones utilized behind treadmills or the failure by Purchaser to comply with industry safety standards concerning treadmill spacing.

17. Strength Training Anchoring Requirements. Purchaser acknowledges that JHTNA has informed Purchaser of JHTNA's requirement that the specific strength equipment, including Connexus strength units, XULT Rigs and other strength equipment where applicable (the "Anchored Strength Equipment") be anchored to the floor, the wall, or both the floor and the wall of Purchaser's facility in order to prevent any tipping, rocking or shifting of the Anchored Strength Equipment during the use or reasonably foreseeable misuse of the Anchored Strength Equipment. Anchoring to both floor and wall is required for XULT Rigs products. Purchaser also acknowledges that the Anchored Strength Equipment was designed for the use of straps, belts, chains, ropes and/or other devices for pulling or pushing on the Anchored Strength Equipment, and the use of those devices will compromise the stability of the Anchored Strength Equipment unless the Anchored Strength Equipment are properly anchored. Therefore, Purchaser acknowledges the need to anchor the Anchored Strength Equipment as described in the owner's manual for the Anchored Strength Equipment.

As a condition to Order fulfillment, Purchaser shall hire, at Purchaser's sole cost, a licensed contractor knowledgeable of Purchaser's facility and site conditions to anchor the Anchored Strength Equipment as described in the Anchored Strength Equipment owner's manual prior to use of the Anchored Strength Equipment.

Purchaser agrees to indemnify, defend and hold harmless JHTNA and its officers, directors, shareholders, employees, representatives and insurers from any claims damages or losses of any type including claims for personal injury or death and property damage, arising out of or relating in any way to the following: (a) the work performed by the licensed contractor hired by Purchaser; (b) the failure to anchor the Anchored Strength Equipment or the insufficient or improper anchoring of the Anchored Strength Equipment; and (c) Purchaser's failure to comply with these Terms.

18. Purchaser's Property. Any property of the Purchaser placed in JHTNA's custody for performance of this Agreement is not covered by insurance, and no risk is assumed by JHTNA in the event of loss or damage to such property by fire, water, burglary, theft, civil disorder or any accident beyond the reasonable control of JHTNA.

19. Governing Law and Choice of Forum. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Wisconsin, without application of principles of conflicts of laws. With respect to any dispute, controversy or claim arising out of or relating to this Agreement, JHTNA and Purchaser agree and consent to personal jurisdiction in Wisconsin and agree that the Circuit Court of Dane County, Wisconsin and the United States District Court for the Western District of Wisconsin shall be the exclusive forums for the resolution of any such disputes, controversies or claims. Purchaser shall not assign this Agreement without JHTNA's express prior written consent. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective personal representatives, successors and permitted assigns.

20. Remedies Cumulative. Any of JHTNA's remedies referred to herein shall be cumulative and in addition to such other rights and remedies as may be available under law or equity.

21. Confidentiality. Purchaser will keep all of the terms and conditions of this Agreement confidential and Purchaser will neither disclose the existence of this Agreement nor the terms of this Agreement to any third party except to those employees of Purchaser who need to know such terms for the purpose of effecting the transaction.

22. Entire Agreement. This Agreement, including JHTNA's Quote and Power Requirement for Matrix Equipment which are incorporated herein by reference, constitutes the entire, full and complete agreement between JHTNA and Purchaser with respect to the subject matter hereof. This Agreement may not be modified except by a writing evidencing such modification which is signed by both JHTNA and Purchaser. The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any one or more of the provisions hereof shall not affect the validity and enforceability of the remaining provisions.

MATRIX



E1x Suspension Elliptical

- USB port offers charging for most smartphones and tablets
- LED console display is easily navigated by users at all experience levels
- WIFI connectivity accommodates optional Matrix Asset Management system and Workout Tracking Network
- Constant Rate of Acceleration, coupled with our suspension design, delivers a perpetually smooth motion
- Compatible with xID single-point user sign-in for a seamless personal experience
- Contralateral action with tapered, dual action handlebars mimics the body's true movement and proper fit
- Self-powered system provides cost-savings and freedom of placement within facility

CONSOLE	
RFID COMPATIBLE	No
RESISTANCE RANGE	25-Jan
DISPLAY TYPE	Alphanumeric LED
USB PORT	Yes
PRO:IDIOM COMPATIBLE	Optional - add-on TV
WIFI ENABLED	Optional
WORKOUTS	Manual, Interval Training, Target HR, Constant Watts, Fat Burn, Fitness Test
BLUETOOTH ENABLED	No
IPTV COMPATIBLE	No
DISPLAY FEEDBACK	Time, distance (kilometers or miles), calories, calories per hour, level, speed, RPM, heart rate, METs, Watts
INSTANT ON TECHNOLOGY	Yes

FEATURES	
HANDLEBAR DESIGN	Multi-position dual action / custom ergo-bend stationary
CONTACT & TELEMETRIC HR	Yes
STRIDE LENGTH	53.3 cm / 21"
PEDAL SPACING	6.4 cm / 2.5"
FOOTPAD INSERT	Yes
REMOTE BUTTONS	Yes

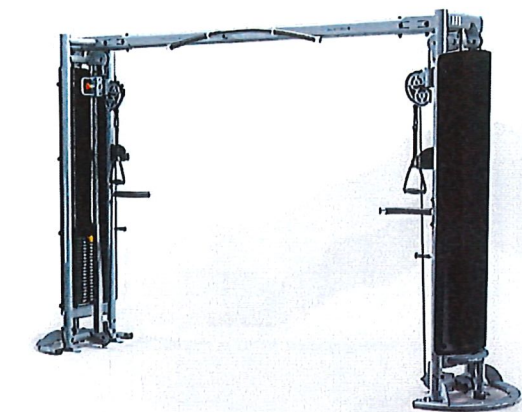
RESISTANCE SYSTEM	
RESISTANCE SYSTEM	Brushless generator

TECH SPECS	
SHIPPING WEIGHT	193.6 kg / 425 lbs
MAX USER WEIGHT	182 kg / 400 lbs.
MINIMUM RPM	25 powered & self-powered
MINIMUM WATTS	21 powered & self-powered
ASSEMBLED WEIGHT	181 kg / 398 lbs
ASSEMBLED DIMENSIONS	175 x 74 x 175cm / 68.8" x 29.1" x 68.7"
POWER REQUIREMENTS	Self-powered / powered 100v-240v - 50/60Hz AC

MATRIX

Aura Adjustable Cable Crossover

G3-M520



EASE OF USE	
BOTTLE & TOWEL HOLDER	Yes
COLOR-CODED PIVOTS & ADJUSTS	Yes

FRAME	
FRAME FINISH	Proprietary two-coat powder process
OVER-SIZED FRAME TUBING	Yes
FRAME COLOR	Iced Silver

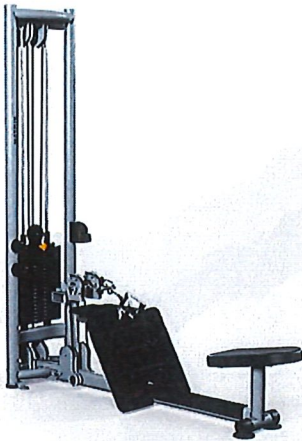
TECH SPECS	
OVERALL DIMENSIONS (L X W X H)	397.4 x 90.0 x 239.6 cm / 156.5" x 35.4" x 94.3"
PRODUCT WEIGHT	399 kg / 880 lbs.
WEIGHT STACK	2 x 91 kg / 2 x 200 lbs.
SHIPPING WEIGHT	451 kg / 995 lbs.

WEIGHT STACK	
PTFE IMPREGNATED WEIGHT STACK BUSHINGS	Solid cold-rolled steel plate, with Teflon inner bushings.
SUSPENSION	3-Point Design
WEIGHT PINS	Magnetic & tethered
GUARDS & PULLEYS COVERS	Yes

Aura Low Row

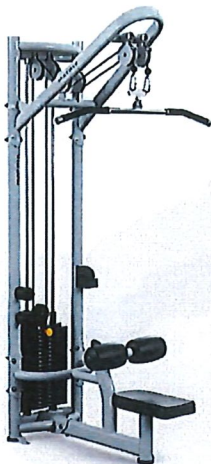
G3-M553

- two independent cables for added training variety
- 1:1 pulley ratio for heavy training
- standard water bottle and towel holder



STRENGTH WARRANTY	

TECH SPECS	
PRODUCT WEIGHT	260 kg / 573 lbs
OVERALL DIMENSIONS (L X W X H)	230 x 71 x 240 cm / 91" x 28" x 94.5"
WEIGHT STACK	134 kg / 295 lbs.



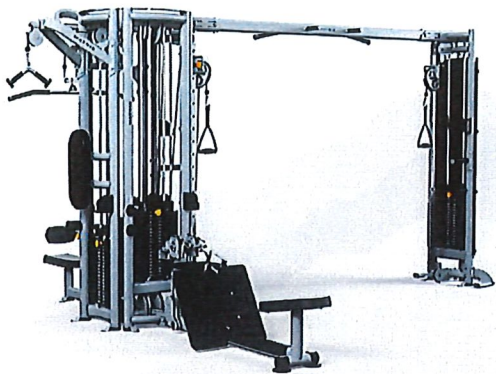
| **Aura Lat Pulldown**

- two independent cables for added training variety
- pivoting knee pad for quick and easy adjustment
- standard water bottle and towel holder

TECH SPECS	
OVERALL DIMENSIONS (L X W X H)	140 x 120 x 252 cm / 55" x 47.5" x 99.5"
WEIGHT STACK	134 kg / 295 lbs.
SHIPPING WEIGHT	277 kg / 610.5 lbs
PRODUCT WEIGHT	252 kg / 556 lbs

Aura 5-Stack Multi-Station

G3-MS50



- Low row and lat pulldown have dual pulley configurations for greater training variety
- Designed so more than one of each station can be assembled in each 4-stack
- 5-stack and 8-stack configurations come with a connecting cable crossover tube with integrated pull-up bar
- Each configuration contains one or more of the following popular gym exercises: low row with dual pulleys, lat pulldown with dual pulleys, adjustable cable column, and triceps pressdown
- Four configurations with a varying number of stations; 4-stack, 5-stack, 8-stack, and freestanding adjustable cable crossover

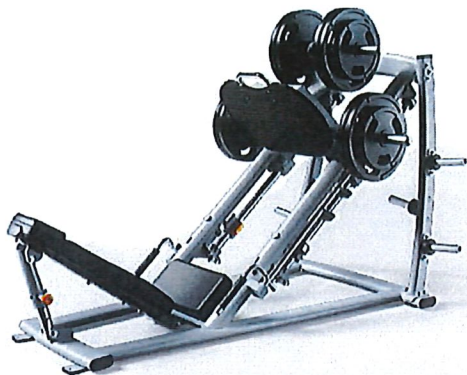
EASE OF USE	
COLOR-CODED PIVOTS & ADJUSTS	Yes
BOTTLE & TOWEL HOLDER	Yes
ERGO FORM CUSHIONS	Yes

FRAME	
OVER-SIZED FRAME TUBING	Yes
FRAME FINISH	Proprietary two-coat powder process
FRAME COLOR	Iced Silver

TECH SPECS	
OVERALL DIMENSIONS 5-STACK MULTI-STATION - G3-MS50	481.5 x 369.8 x 251.7 cm / 189.6" x 145.6" x 99.1"
WEIGHT STACK	3 x 91 kg, 2 x 134 kg / 3 x 200 lbs., 2 x 295 lbs.
TOTAL WEIGHT	1197 kg / 2640 lbs.
SHIPPING WEIGHT	1293 kg / 2850 lbs.

WEIGHT STACK	
PTFE IMPREGNATED WEIGHT STACK BUSHINGS	Solid cold-rolled steel plate, with Teflon inner bushings.
SUSPENSION	3-Point Design
GUARDS & PULLEYS COVERS	Yes
WEIGHT PINS	Magnetic & tethered

MATRIX



Magnum 45 Degree Leg Press

- Easy-to-use and see racking mechanism
- Adjustable bottom stops provide long or short ranges of motion for all user heights
- Adjustable angle back pad enhances comfort, optimizes hip angles and accommodates a greater range of users
- Assistance handle on platform for easier entry and exit
- Linear bearings for smooth feel and function
- 6 Integrated weight-storage horns hold multiple weight-plate sizes

FRAME	
FRAME FINISH	Proprietary two-coat powder process

TECH SPECS	
SHIPPING WEIGHT	326 kg / 719 lbs
STARTING RESISTANCE	75.7 kg / 167 lbs
MAX. TRAINING WEIGHT	490 kg / 1080 lbs
MAX. USER WEIGHT	159 kg / 350 lbs
OVERALL DIMENSIONS (L X W X H)	228.6 x 151.1 x 133.4 cm / 90" x 59.5" x 52.5"
PRODUCT WEIGHT	298 kg / 657 lbs

MATRIX



Aura Leg Extension

G3-S71

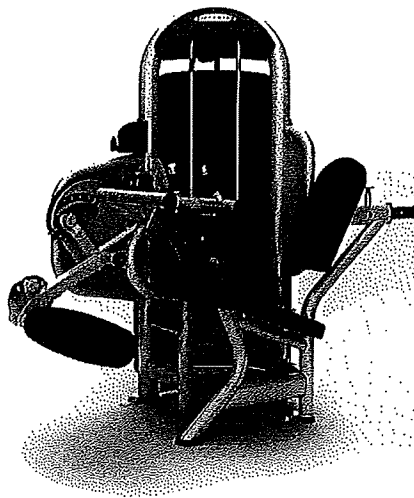
- Seat and back pad angle increases comfort and encourages full quadriceps contraction without hamstring flexibility limitations
- Standard range-of-motion adjustment for individual preference
- Self-adjusting tibia pad reduces the number of adjustments for greater ease of use
- Pivot location clearly marked to encourage correct alignment

EASE OF USE	
ERGO FORM CUSHIONS	Yes
BOTTLE & TOWEL HOLDER	Yes
INSTRUCTIONAL PLACARDS	Yes
COLOR-CODED PIVOTS & ADJUSTS	Yes

FRAME & BELT	
BELT TRANSMISSION	Reinforced 15/16" flat Kevlar/urethane belt
FRAME COLOR	Iced Silver
FRAME FINISH	Proprietary two-coat powder process
OVER-SIZED INTERNAL FRAME TUBING	Yes

TECH SPECS	
SHIPPING WEIGHT	295 kg / 650 lbs.
TOTAL WEIGHT	265 kg / 584 lbs.
WEIGHT STACK	113 kg / 250 lbs.
OVERALL DIMENSIONS	178.9 x 109.4 x 173.6 cm / 70.4" x 43.1" x 68.4"

WEIGHT STACK	
WEIGHT PINS	Magnetic & tethered
GUARDS & PULLEYS COVERS	Yes
SUSPENSION	3-Point Design
PTFE IMPREGNATED WEIGHT STACK BUSHINGS	Solid cold-rolled steel plate, with Teflon inner bushings.



Aura Seated Leg Curl

- 03-972
- Pivot location clearly marked to encourage correct alignment
 - Standard range-of-motion adjuster for individual preference
 - Seat back and tibia pad adjust without affecting knee alignment or start position angle

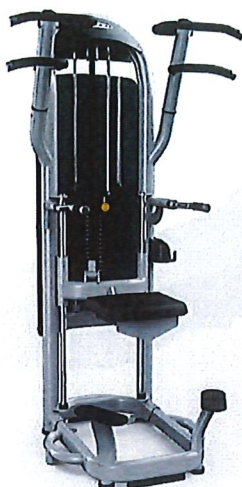
EASE OF USE	
ERGO FORM CUSHIONS	Yes
BOTTLE & TOWEL HOLDER	Yes
INSTRUCTIONAL PLACARDS	Yes
COLOR-CODED PIVOTS & ADJUSTS	Yes

FRAME & BELT	
BELT TRANSMISSION	Reinforced 15/16" flat Kevlar/urethane belt
FRAME COLOR	Iced Silver
FRAME FINISH	Proprietary two-coat powder process
OVER-SIZED FRAME TUBING	Yes

TECH SPECS	
SHIPPING WEIGHT	308 kg / 680 lbs.
WEIGHT STACK	113 kg / 250 lbs.
TOTAL WEIGHT	257 kg / 566 lbs.
OVERALL DIMENSIONS	178.9 x 109.4 x 173.6 cm / 70.4" x 43.1" x 68.4"

WEIGHT STACK	
WEIGHT PINS	Magnetic & tethered
GUARDS & PULLEYS COVERS	Yes
SUSPENSION	3-Point Design
PTFE IMPREGNATED WEIGHT STACK BUSHINGS	Solid cold-rolled steel plate, with Teflon inner bushings.

MATRIX



Aura Dip / Chin Assist

G3-S60

- Handles rotate in and out, allowing users to determine the proper exercise position for their shoulders
- Pull-up bar offers both standard and neutral grips for individual preference
- Steps allow easy entry and exit
- Two sets of pull-up grips allow users of all heights a full range of motion

EASE OF USE	
ERGO FORM CUSHIONS	Yes
BOTTLE & TOWEL HOLDER	Yes
INSTRUCTIONAL PLACARDS	Yes
COLOR-CODED PIVOTS & ADJUSTS	Yes

FRAME & BELT	
BELT TRANSMISSION	Reinforced 15/16" flat Kevlar/urethane belt
FRAME FINISH	Proprietary two-coat powder process
FRAME COLOR	Iced Silver
OVER-SIZED INTERNAL FRAME TUBING	Yes

TECH SPECS	
SHIPPING WEIGHT	249 kg / 550 lbs.
WEIGHT STACK	68 kg / 150 lbs.
TOTAL WEIGHT	229 kg / 505 lbs.
OVERALL DIMENSIONS	117.6 x 121.8 x 230.7 cm / 46.3" x 47.9" x 90.8"

WEIGHT STACK	
WEIGHT PINS	Magnetic & tethered
GUARDS & PULLEYS COVERS	Yes
SUSPENSION	3-Point Design
PTFE IMPREGNATED WEIGHT STACK BUSHINGS	Solid cold-rolled steel plate, with Teflon inner bushings.

MATRIX



Varsity Angled Smith Machine

VM49

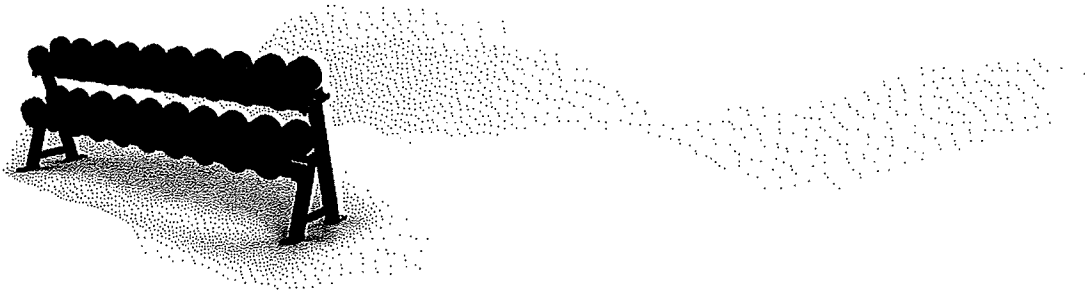
- Power bar is counterbalanced to 11.3 kg / 25 lbs.
- Olympic bar is mounted on linear bearings and shaft at a 7-degree angle
- Open-ended frame design provides easy access
- Flip In and out adjustable stops
- 12 Integrated weight-storage horns

TECH SPECS	
SHIPPING WEIGHT	186 kg / 410 lbs.
OVERALL DIMENSIONS (L X W X H)	107 x 218 x 211 cm / 42" x 86" x 83"
MAX TRAINING WEIGHT	318 kg / 700 lbs

| Varsity 2-tier Dumbbell Rack

VV-070

- 2-tier, stepped 10-pair rack Ideal for pro-style dumbbells
- Holds different weights of pro-style dumbbells without cradles: a) 2,3 - 22,7 kg / 5 - 50 lbs, or b) 25 - 45 kg / 55 - 100 lbs.



TECH SPECS	
SHIPPING WEIGHT	84 kg / 186 lbs.
OVERALL DIMENSIONS (L X W X H)	59 x 234 x 81 cm / 23" x 92" x 32"



THANK YOU

MATRIX

Johnson Health Tech North America 1600 Landmark Drive Cottage Grove, WI 53527

