





Physical Address:  
Fit Supply, LLC  
1100 N. 28th Ave., Suite 400  
DFW Airport TX 75261  
United States;

Mail Payment To:  
3341 Regent Blvd  
Ste 130355  
Irving, TX 75063

Date: 2/7/2022

**Bill To**

Prosper Fire Department  
United States

**Ship To**




Prosper Fire Department  
United States

Sales Rep	Terms	PO #	Customer Delivery Method	Expiration Date
Wright Baber	Net 30		Fit Supply : Business Installation	7/1/2022





Qty	Item	Description	MSRP	Price	Total
1	WBCONTACT	<b>Please contact Wright Baber for questions regarding your quote. Cell: 832-245-9808 Email: wbaber@fitsupply.com</b>		\$0.00	\$0.00
					
1	BB-Contract	<b>Buy Board Contract</b>		\$0.00	\$0.00
		No. 665-22, Athletic, Physical Education, Gymnasium Supplies and Equipment and Related Accessories			
1	REQ-ER	<b>Electrical Requirements</b>		\$0.00	\$0.00
		<ul style="list-style-type: none"><li>- Treadmills: 110V treadmills require the use of a 100/125vac, 50/60Hz, 20amp dedicated circuit (2.5KW maximum).</li><li>- The outlet should be a NEMA 5-20R. The hot, neutral, and ground must all be independently isolated (not looped or tied to other circuits).</li><li>- Ellipticals and Bikes: 110V</li><li>- Televisions attached: 110V</li></ul> <p>Disclaimer: Customer is required to have electrical available at Fitness equipment products that require power. Customer will be required to pay additional installation charges for a Technician to make a additional trip to program/complete installation when power/electrical is not active and fully functional at time of equipment installation.</p>			






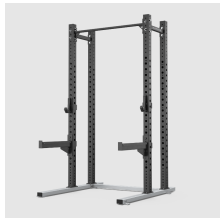


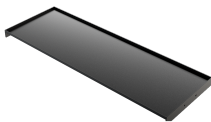
Qty	Item	Description	MSRP	Price	Total
1	CORE-9-3613-4TR-110-15A-10IN-60BLK	<b>STAR TRAC 4 SERIES TREADMILL WITH 10" LCD</b>   <ul style="list-style-type: none"><li>- DISPLAY: 10" Full Color LCD Display, non-touch</li><li>- DRIVE SYSTEM: 3 HP DC motor</li><li>- INCLINE RANGE: 0-15% max incline</li><li>- SPEED RANGE: 0.5-12.5mph (0.5-20kmh)</li><li>- DIMENSIONS: 81in x 32in x 60in</li><li>- PRODUCT WEIGHT: 399lbs (181kg)</li><li>- MAX USER WEIGHT: 450lb (205kg)</li></ul> <p>*Warranty Info: Frame – 10 Years, Parts – 5 Years, Labor – 2 Years, Wear Items – 1 Year</p>	\$4,619.00	\$2,812.50	\$2,812.50
1	JOH-S-Drive C	<b>Matrix S-Drive Performance Trainer; non-motorized, No Console</b>  	\$5,965.00	\$3,925.00	\$3,925.00
1	CORE-9-3190-4RB-10IN-60BLK	<b>STAR TRAC 4 SERIES RECUMBENT BIKE WITH 10" LCD</b>   <ul style="list-style-type: none"><li>- DISPLAY: 4 Series 10" Full Color LCD Display, non-touch</li><li>- DRIVE SYSTEM: Alternator</li><li>- ELECTRICAL REQUIREMENTS: LCD is self-generating; touch screen and PVS options require 12V/5 Amp power supply</li><li>- DIMENSIONS: 68in x 23in x 54in</li><li>- PRODUCT WEIGHT: 186lbs</li><li>- MAX USER WEIGHT: 450lb</li></ul> <p>*Warranty Info: Frame – 10 Years, Parts – 5 Years, Labor – 2 Years, Wear Items – 1 Year</p>	\$3,464.00	\$2,223.21	\$2,223.21




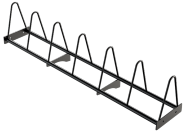


Qty	Item	Description	MSRP	Price	Total
1	JOH-CM-ES-LED	<b>Matrix Endurance LED Climbmill</b>   <ul style="list-style-type: none"><li>- DISPLAY: Large number LED with message center</li><li>- POWER REQUIREMENTS: 100–240 V — 50/60Hz AC</li><li>- ASSEMBLED DIMENSIONS: 63.5" x 40.3" x 85.8"</li><li>- MAXIMUM USER WEIGHT: 400 lbs.</li></ul> Warranty Info: 3 Years Parts, 3 Years Labor	\$10,895.00	\$6,246.43	\$6,246.43
1	CORE-9-4650-BINTP0	<b>STAIRMASTER HIIT BIKE</b>   <ul style="list-style-type: none"><li>- New pedal system makes switching in HIIT workouts quicker and easier</li><li>- New console position and shorter handle bars for improved console access</li><li>- Dual-action wind resistance provides a total body workout</li><li>- Bright user-friendly led display with key metrics</li><li>- Robust heavy-gauge welded steel construction backed by a leading Full commercial warranty</li><li>- HIIT console with easy to read backlit display, Bluetooth &amp; ANT+ connectivity, and programmable time, distance, calories, time interval, and calorie interval programs</li><li>- User compatible size range typically 4'11" to 6'8" (150 to 203 cm) tall</li></ul>	\$2,991.00	\$2,010.71	\$2,010.71
1	EF-SKI-ROW-AIR-PWR-SR7	<b>Energy Fit Ski Row Air + Power (SR7)</b>   <ul style="list-style-type: none"><li>- Console: Monochrome LCD (2.8" W x 3.8" H)</li><li>- Resistance System: Flywheel (Air) with Magnetic Brake</li><li>- Resistance Levels: Console Settings 0-20</li><li>- Maximum User Weight: 350 lb.</li><li>- Seat Height: 14.5"</li></ul>	\$2,099.00	\$2,053.57	\$2,053.57
1	TRB-G-SLED	<b>Troy Push/ Pull Sled with movable poles</b>  	\$391.50	\$300.00	\$300.00





Qty	Item	Description	MSRP	Price	Total
1	TRB-G-STRAP	Troy Pull strap for G-SLED	\$23.40	\$18.75	\$18.75
					
2	JOH-MG-PRO690C-7-04	Matrix Magnum Professional Half Rack 7 Config Storag	\$2,820.00	\$2,110.71	\$4,221.42
					
1	JOH-XS02-02 - MPR0140-273	<b>XULT 70" Medicine Ball Shelf</b>  - Keep your strength training area neat and inviting with a range of storage solutions that make it easy to organize and access your most popular equipment. Require mounting Brackets or 2' Support. *3 years limited warranty.	\$204.00	\$119.64	\$119.64
					
1	JOH-XS06-02 - MPR0142-273	<b>XULT 70" Dumbbell/Kettlebell shelf</b>  - Keep your strength training area neat and inviting with a range of storage solutions that make it easy to organize and access your most popular equipment. Require mounting Brackets or 2' Support. *3 years limited warranty.	\$240.00	\$166.07	\$166.07
					
1	JOH-XS10-02 - MPR0188-273	<b>XULT 70" Storage Shelf</b>  - Keep your strength training area neat and inviting with a range of storage solutions that make it easy to organize and access your most popular equipment. Require mounting Brackets or 2' Support. *3 years limited warranty.	\$432.00	\$294.64	\$294.64
					







Qty	Item	Description	MSRP	Price	Total
6	JOH-XS18-02 - MPR0145-273	<b>XULT SHELF BRACKET (SGL - W/HDW)</b>   - Keep your strength training area neat and inviting with a range of storage solutions that make it easy to organize and access your most popular equipment. Sold Individually. *3 years limited warranty.	\$44.00	\$33.93	\$203.58
1	JOH-XS08-02 - MPR0144-273	<b>XULT 70" Bumper/Bosu Rack</b>   - Keep your strength training area neat and inviting with a range of storage solutions that make it easy to organize and access your most popular equipment. Mounts directly to uprights. *3 years limited warranty.	\$370.00	\$217.86	\$217.86
1	JOH-XR16-02 - MPR0146-273	<b>XULT Rope Anchor</b>  	\$72.00	\$53.57	\$53.57
1	JOH-XR18-02 - MPR0151-273	<b>XULT Bolt-on Landmine</b>   - Dynamic training options with versatile functional fitness accessories that stand up to hard use day after day. Sold individually.	\$202.00	\$160.71	\$160.71







Qty	Item	Description	MSRP	Price	Total
8	JOH-XR27C-02 - MPR0252-00	<b>XULT Adjustable Plate Horn - Chrome</b>    - Dynamic training options with versatile functional fitness accessories that stand up to hard use day after day. Sold individually.	\$90.00	\$67.81	\$542.48
2	JOH-MG-OPT44	<b>Matrix Magnum Bolt on Olympic Bar Holder (Pair)</b>  	\$260.00	\$185.71	\$371.42
1	JOH-MG-MARP9091-4-06	<b>Matrix Magnum MARP9091 4 06 Platform</b>  	\$1,680.00	\$887.50	\$887.50
1	TS-CDP-300	<b>Tuff Stuff Dual Adjustable Pulley System</b>    - Compact, space-efficient corner design to fit any facility size - Commercial-grade welded construction - 16-position dual adjustable high/low pulley cable stations - Two (2) 150 lbs. steel weight stacks  - Light Commercial Warranty: 10 YEARS Structural main frames, welds, cams and weight plates, 5 YEARS Pivot bearings, pulleys, bushings, guide rods and gas-shocks, 1 YEAR Cables, linear bearings and pull-pin components, 6 MONTHS Upholstery, finish and rubber grips, 1 Year ALL OTHER PARTS	\$4,522.41	\$2,637.50	\$2,637.50









Qty	Item	Description	MSRP	Price	Total
1	BSD-SGH500	<b>Body Solid Glute and Ham Machine</b>  <ul style="list-style-type: none"><li>- Vertical and horizontal adjustments ensure proper fit for any size user</li><li>- Isolates lower posterior muscles</li><li>- Works glutes, hamstrings, calves, abs and obliques in one machine</li><li>- Oversized pads for comfort</li><li>- Duraform upholstery for durability</li><li>- Step for easy access and dismount</li><li>- Dimensions: 77"L x 33"W x 50"H</li></ul> Warranty Info: Frame - Lifetime, Parts - 3 Years	\$1,006.00	\$658.93	\$658.93
1	BSD-SFB125	<b>Body Solid Pro Clubline Flat Bench</b>  <ul style="list-style-type: none"><li>- 2x3" 11-gauge steel construction</li><li>- High-density foam</li><li>- Attached transport wheels</li><li>- Weight Capacity: 1500 lbs.</li><li>- PAD Dimensions: 48"L x 12"W</li><li>- Product Weight: 58.4 lbs.</li><li>- Dimensions: 63"L x 25.1"W x 17"H</li></ul>	\$402.00	\$267.86	\$267.86
1	BSD-SFID325	<b>Body Solid Pro Clubline FID Bench</b>  <ul style="list-style-type: none"><li>- The back pad and seat pad adjust individually of each other.</li><li>- Weight capacity 1,000lbs+</li><li>- Thick durable upholstery</li><li>- Oversized wheels with a front transport handle make the SFID325 very easy to move.</li></ul>	\$779.00	\$510.71	\$510.71
1	BSD-SFID425	<b>Body Solid ProClub Line Flat - Incline - Decline Bench</b> 	\$854.00	\$560.71	\$560.71








Qty	Item	Description	MSRP	Price	Total
1	TAG-BAR-SQUAT	<b>Tag Safety Squat Bar</b>   <ul style="list-style-type: none"><li>- All Black Bar</li><li>- Knurled Handles</li><li>- Lifetime Warranty on Welds, Pads 6 months</li><li>- Sleeve Diameter: 1.95</li><li>- Weight 55 lbs</li></ul>	\$398.00	\$278.60	\$278.60
3	TRB-GBOSS-305SBP	<b>Troy 305lb OLYMPIC BUMPER PLATE SET W BAR + COLLARS</b>  	\$1,084.58	\$770.79	\$2,312.37
1	TRB-HD-005-050R	<b>Troy 6 Sided Rubber Hex Dumbbell 5-50 lb Set (5 lb Increments)</b>   <ul style="list-style-type: none"><li>- USA rubber encased hex (6-sided) dumbbells are designed for home gym use, but can be used in a variety of settings.</li><li>- Solid, anti-roll heads are securely affixed to all steel, chrome, contoured handles via a friction weld. Their durable rubber surface dramatically reduces noise, while helping to protect floors and equipment.</li></ul>	\$1,404.70	\$962.50	\$962.50
1	TRB-HD-055-100R	<b>Troy 6 Sided Rubber Hex Dumbbell 55-100 lb Set (5 lb Increments)</b>   <ul style="list-style-type: none"><li>- Troy's versatile USA rubber encased hex (6-sided) dumbbells are designed for home gym use, but can be used in a variety of settings. Solid, anti-roll heads are securely affixed to all steel, chrome, contoured handles via a friction weld. Their durable rubber surface dramatically reduces noise, while helping to protect floors and equipment.</li></ul>	\$3,958.70	\$2,712.50	\$2,712.50







Qty	Item	Description	MSRP	Price	Total
1	TRB-TDR-3	<b>Troy Horizontal Dumbbell Rack - 3-Tier Rail Rack w/o Saddles</b>    - The VTX Deluxe 3-Tier Horizontal Dumbbell Rack will hold up to 23 pairs of USA and VTX dumbbells ranging from 3 lbs. to 100lbs (including 8 & 12 lb. sizes), and will hold up to 20 pairs of Troy dumbbells ranging from 51bs to 100lbs. This durable rack is constructed with 12-gauge heavy duty 2" x 2" tubing and designed to efficiently store a wide range of dumbbell sizes for institutional, vertical and home applications.	\$672.30	\$485.63	\$485.63
1	TRB-KB-005G2	<b>Troy 5 lb Black Cast Iron Kettlebell</b>  	\$11.96	\$8.48	\$8.48
1	TRB-KB-010G2	<b>Troy 10 lb Black Cast Iron Kettlebell</b>  	\$24.90	\$16.96	\$16.96
1	TRB-KB-015G2	<b>Troy 15 lb Black Cast Iron Kettlebell</b>  	\$37.36	\$25.45	\$25.45







Qty	Item	Description	MSRP	Price	Total
1	TRB-KB-020G2	Troy 20 lb Black Cast Iron Kettlebell	\$49.80	\$33.93	\$33.93
					
1	TRB-KB-025G2	Troy 25 lb Black Cast Iron Kettlebell	\$62.26	\$42.41	\$42.41
					
1	TRB-KB-030G2	Troy 30 lb Black Cast Iron Kettlebell	\$74.70	\$50.89	\$50.89
					
1	TRB-KB-040G2	Troy 40 lb Black Cast Iron Kettlebell	\$99.60	\$67.86	\$67.86
					
1	TRB-KB-050G2	Troy 50 lb Black Cast Iron Kettlebell	\$124.50	\$84.82	\$84.82
					



Qty	Item	Description	MSRP	Price	Total
1	TRB-KB-060G2	Troy 60 lb Black Cast Iron Kettlebell	\$149.40	\$101.79	\$101.79
					
1	TRB-GSMB-010	Troy 10 lb VTX Slam Ball 9" Diameter	\$43.44	\$32.82	\$32.82
					
1	TRB-GSMB-020	Troy 20 lb VTX Slam Ball 9" Diameter	\$67.22	\$49.70	\$49.70
					
1	TRB-GSMB-030	Troy 30 lb VTX Slam Ball 9" Diameter	\$91.02	\$66.57	\$66.57
					



Qty	Item	Description	MSRP	Price	Total
1	TRB-GSMB-040	Troy 40 lb VTX Slam Ball 10" Diameter	\$141.36	\$105.00	\$105.00
					
1	TRB-GSMB-050	Troy 50 lb VTX Slam Ball 10" Diameter	\$153.60	\$112.50	\$112.50
					
1	TRB-ROPE1-40G	Troy 1.5" 40ft long rope	\$173.44	\$136.88	\$136.88
					
2	PM-Silver-Bi-Annual-0-10 Pieces	Silver Biannually Preventative Maintenance Agreement 0-10 pieces of equipment	\$500.00	\$250.00	\$500.00
					
Target Account Discount					
*Free Bi-Annual Preventative Maintenance for 1-year*					





Qty	Item	Description	MSRP	Price	Total
2	SFW-CFE3X360O4000PLD	Safeware Light Commercial - Parts and Labor Coverage - \$3,000 - \$3,999.99 - 60 Months	\$296.00	\$148.00	\$296.00



Target Account Discount

\*Free 5-year parts and labor warranty for Star Trac Treadmill & Elliptical\*

Installation Discount

<b>Subtotal:</b>	\$39,948.43
<b>Shipping:</b>	\$3,500.00
<b>Installation:</b>	\$2,500.00
<b>Installation Discount:</b>	(\$2,500.00)
<b>Target Account Discount:</b>	(\$796.00)
<b>Tax Total:</b>	\$0.00
<b>Total:</b>	\$42,652.43



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**Terms & Conditions****AGREEMENT:**

The executed or accepted product Proposal and these Terms and Conditions of Sale constitutes a Sales Agreement (hereinafter, "Agreement") between Fit Supply, LLC, a Texas limited liability company (hereinafter, "Fit Supply"), and Buyer, as set forth herein on the Agreement, for the purchase of the products and services listed hereinabove. Fit Supply's sales representatives do not have authority to change or modify the terms and conditions of this Agreement.

**PURCHASE ORDER:**

Buyer may provide Buyer's standard form of purchase order to place orders for products and services, but any terms and conditions on such standard form which are in addition to or inconsistent with the terms and conditions of this Agreement will be deemed stricken from such order. If Buyer provides its standard form of purchase order to place an order and prefers for any of its terms and conditions to be effective, Buyer shall deliver a written statement setting forth those terms and conditions that are different than those appearing herein prior to executing this Agreement for Fit Supply to consider. If Buyer executes this Agreement, Buyer agrees to all of Fit Supply's terms and conditions. All product or service orders shall be made or confirmed in writing and are subject to acceptance by Fit Supply. The Buyer shall be responsible for all costs and fees incurred by Fit Supply for refused shipments including freight and insurance costs. Orders cancelled after executing this Agreement will be subject to a cancellation fee of twenty-five percent (25%) of the total price listed on the proposal

**PRICES:**

The prices provided herein to Buyer for all products and services shall be valid for thirty (30) days from the date listed on the proposal unless executed. Buyer shall be responsible for all sales, use, or other taxes, applicable to Buyer's purchase of products and/or services. Buyer shall pay such taxes when invoiced by Fit Supply or shall supply appropriate tax exemption or resale certificates. Buyer is also responsible for any domestic or foreign forwarding agent or brokerage fees, duties, or other fees and any export licenses which may be necessary to export the products. Fit Supply reserves the right to correct any clerical or mathematical errors at any time.

**CUSTOM PRODUCT:**

Fit Supply requires a non-refundable one-hundred percent (100%) down payment for all custom products. An executed Agreement containing custom products contractually obligates the Buyer to take delivery. Custom orders cannot be cancelled and may not be rescheduled without the prior approval of a corporate officer of Fit Supply, which may be withheld at the sole and absolute discretion of Fit Supply. All custom orders may have an upcharge to be determined by Fit Supply.

**SHIPMENTS:**

F.O.B. shipping point shall be Fit Supply's warehouse or the manufacturer's warehouse if shipped directly to the customer unless otherwise specified. Risk of loss with respect to Fit Supply products shall pass to Buyer at the time of delivery of the products to the carrier for shipment or upon pickup from Fit Supply's warehouse if Buyer arranges for pickup. The Buyer assumes all risk involved in the transportation and handling of the equipment or goods once it has left Fit Supply's or manufacturer's warehouse, including, but not limited to, damage during shipment. The Buyer is advised that inspection should be made of any equipment or goods before accepting delivery. Acceptance of delivery constitutes acceptance of goods and equipment. The Buyer must file its own claim for any type of damages directly with the carrier in the event of any loss or damage during transportation, and must make payment for any equipment or goods purchased from Fit Supply regardless of any dispute the Buyer may have with any carrier or agents. Fit Supply will attempt in good faith to ship on or before any scheduled shipment date. Buyer acknowledges that Fit Supply may, from time to time, be subject to manufacturer production or shipping delays as well as its own in house production or shipping delays. In such event, Buyer agrees that Fit Supply may, in its sole discretion, allocate distribution of Fit Supply's products among its customers, notwithstanding the effect such allocation may have on Buyer's outstanding orders, and Fit Supply will not be liable for any damages, however described or arising, for a good faith failure to fill any order or for delay in meeting a scheduled shipment date. Fit Supply may provide reasonable notice to Buyer regarding any material delay in shipment. Fit Supply may make partial shipments of Buyer's orders. Such partial shipments shall be separately invoiced and paid for when due, without regard to subsequent shipments. Delay in shipment or delivery of any particular installment shall not alone relieve Buyer of its obligation to accept subsequent installments. Fit Supply may provide reasonable notice to Buyer in the event of material delays in connection with partial shipment of any order. Fit Supply will use its best efforts to deliver as specified, but in no event will Fit Supply be liable for any damages, consequential or otherwise, arising from any failure of Fit Supply to meet any delivery date.

**RETURNS:**

Any Custom Products and/or Customer modified Standard Products ordered from Fit Supply cannot be cancelled or returned. Credit may be issued only on those items that are stock items of standard manufacture and in new, salable condition in the original packaging or in unused condition, when return is authorized in advance by Fit Supply. All returns shall be at the expense and risk of the Buyer and subject to a twenty-five (25%) restocking charge of the original purchase price.

**WARRANTY:**

BUYER AGREES THAT THE PRODUCTS OR GOODS BEING PURCHASED ARE "AS IS" UNLESS OTHERWISE STATED. ALL NEW EQUIPMENT PURCHASED FROM FIT SUPPLY WILL CARRY ITS OWN LIMITED WARRANTY FROM THE MANUFACTURER. FIT SUPPLY REMANUFACTURED USED PRODUCTS WILL HAVE A NINETY (90) DAY PARTS AND LABOR WARRANTY AND CLEANED AND SERVICED OR REFURBISHED USED PRODUCTS WILL HAVE A THIRTY (30) DAY PARTS AND LABOR WARRANTY. ANY SUCH WARRANTY MENTIONED HEREINABOVE SHALL BE THE BUYER'S SOLE AND EXCLUSIVE REMEDY FOR ANY BREACH OF WARRANTY AND IS IN LIEU OF ALL OTHER WARRANTIES BY FIT SUPPLY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY FIT FOR A PARTICULAR PURPOSE OR WARRANTY OF MERCHANTABILITY. FIT SUPPLY SHALL HAVE NO LIABILITY UNDER THIS AGREEMENT FOR ANY DAMAGES SUFFERED BY BUYER OR ANY THIRD PARTY INCLUDING, BUT NOT LIMITED TO DAMAGES FOR PERSONAL INJURIES OR LOSS OF PROFITS, OR CONSEQUENTIAL, EXEMPLARY OR INCIDENTAL DAMAGES EVEN IF FIT SUPPLY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**INSTALLATION:**

The Buyer may choose to contract with Fit Supply to install the purchased products. Installation will be done in a workmanlike manner. At the time the order is placed, the Buyer will provide Fit Supply with a specific installation date and a site survey. If Buyer does not have a specific installation date, Fit Supply will contact Buyer with an install date. Fit Supply will make reasonable commercial efforts to install the product on or before the installation date. Product held more than ten (10) days after the installation date at the Buyer's request will be subject to a storage fee. Product held more than thirty (30) days past the installation date at the Buyer's request will be subject to a ten percent (10%) restocking fee as well as a storage fee.

Fit Supply is not liable for any damage to existing driveways or other driving surfaces that may result from our delivery trucks, which can weigh up to 12,000 lbs. By executing this Agreement, you agree to notify FS prior to delivery if you are aware of conditions that are likely to result in damage to any driveway or other driving surfaces where our trucks must travel to deliver the equipment. You will be responsible for all damage done to any driveway or other driving surface. Delivery is available from the street at an additional cost.

**PAYMENT:**

Payment terms for installations are 50% down and 50% due upon delivery unless the terms state otherwise in the proposal. All shipped orders must be paid in full prior to shipping. Upon order acceptance, alternate payment terms may be established per Buyer's request subject to Fit Supply's normal credit approval process. Fit Supply must receive the 50% down payment prior to any product being ordered and the final invoice must be paid prior to or on the date of shipment or installation. All invoices not paid when due shall bear interest at 1.5% per month or the highest rate allowed by law until paid in full. Fit Supply reserves the right to exercise any of its lawful remedies if Buyer does not make payment when due. Without limiting the provisions of the immediately preceding sentence, Buyer's failure to pay any invoice for the products and/or services when due shall entitle Fit Supply to delay shipment of orders placed by Buyer and, at Fit Supply's option, to cancel any pending orders placed by Buyer. Fit Supply shall have the right to offset and deduct from any amounts due Buyer on all sums owing from Buyer to Fit Supply, if applicable. To secure the payment and performance of all obligations due and owing from Buyer to Fit Supply hereunder, Buyer hereby grants Fit Supply a Uniform Commercial Code purchase money security interest in products purchased from Fit Supply hereunder and the proceeds therefrom. This Agreement constitutes a security agreement between Buyer, as debtor, and Fit Supply, as secured party, under the Uniform Commercial Code, and Fit Supply has the rights and remedies of a secured party hereunder. Buyer hereby appoints Fit Supply as its attorney in fact to execute such financing statements as may be required, from time to time, to perfect the security interest granted herein. Fit Supply may, upon default from Buyer, require Buyer to assemble the products and to make them legally available to Fit Supply for repossession, including reasonable access to the facilities of Buyer, and Fit Supply shall be entitled to all reasonable expenses of repossession, including reasonable attorney's fees incurred in connection therewith. There will be a \$50.00 service charge for each returned check.

**TERMINATION:**

Buyer may not terminate this Agreement except by giving Fit Supply written notice prior to delivery. Upon termination, Buyer will be obligated to pay Fit Supply a cancellation fee of twenty-five percent (25%) of the value of the proposal.

**USED EQUIPMENT CONDITIONS:**

**AS IS:** No service or repairs will be done to the machine. No warranty is provided with "as is" products.

**Cleaned and Serviced (Refurbished):** Entails a process of returning a used product to a satisfactory working condition. The unit is cleaned and all moving/wear components are inspected and either lubricated, cleaned, calibrated, or replaced if not functional. We will not address any cosmetic issues on the product so your product may have cosmetic blemishes, signs of wear, scratches, discoloration, worn displays, etc. If you are looking to purchase a commercial machine that functions well but you are not concerned with the cosmetic appearance of the product, this is the condition for you. Products sold in this condition are eligible for a 30 day parts and labor warranty, which can be purchased separately.

**Remanufactured:** Entails a process of returning a used product to a "like new" condition by painting the frame, replacing all wear components with new parts, and calibrating for optimum performance. The unit will perform and look "like new" and comes with a 90 day parts and labor warranty. If you are concerned with the cosmetic appearance of the product, then this is the condition you need to purchase. We also offer custom color options on all remanufactured products so please ask for more details.

**ELECTRICAL REQUIREMENTS:**

**Treadmills:** 110V treadmills require the use of a 100125vac, 5060Hz, 20amp dedicated circuit (2.5KW maximum). The outlet should be a NEMA 5-20R. The hot, neutral, and ground must all be independently isolated (not looped or tied to other circuits). **Ellipticals and Bikes:** 110V Televisions attached: 110V.

Customer has chosen to pickup the equipment listed herein from Fit Supply's warehouse. Customer understands that in doing so, the equipment will have NO WARRANTY and the customer is picking up the equipment at his/her own risk. Customer agrees that by signing this document that he/she has tested the equipment and it is in good working order. Customer agrees that Fit Supply will not be liable for the condition or the functionality of the equipment or for any injuries that may occur in transporting the equipment or from use of the equipment once it leaves the Fit Supply warehouse. Customer acknowledges that Fit Supply does offer a delivery service and will offer a warranty with such service, but Customer has declined such service.x\_\_\_\_\_

**MISCELLANEOUS:**

**Force Majeure:** Delivery dates as set forth in any sales order or any confirmation thereof shall be determined to be estimates only. Fit Supply shall not be liable for delays in performance of any of its obligations under this Agreement if such failure is caused by the occurrence of any contingency beyond its reasonable control, including, but not limited to, acts of God, strikes and other industrial disturbances, failure of raw material vendors, terrorism, failure of transport, accidents, wars, riots, insurrections, or orders of government agencies. Performance shall be resumed as soon as possible after cessation of such cause. **Waiver:** No failure or delay on the part of either party in exercising any right or remedy hereunder will operate as a waiver thereof, nor will any single or partial exercise of any such right or remedy preclude any other or further exercise thereof or of any other right or remedy. No provision of this Agreement may be waived except in writing signed by the party granting such waiver.

I accept the terms and conditions of this quotation:

Initial:\_\_\_\_\_

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Notice: Except as specified herein, all notices, communications and reports required or permitted pursuant to this Agreement shall be in writing, and the same shall be given and shall be deemed to have been delivered and received on the date served, if personally delivered, and three (3) days after mailing, if placed in the United States Mail, postage prepaid, certified mail addressed to the parties at the address set forth below or at such other addresses as may be specified hereafter in writing in accordance with this Section. Severability: In the event that any one or more of the provisions or parts of any provision, contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any aspect by a court of competent jurisdiction, the same shall not invalidate or otherwise affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision, or part of any provision, had never been contained herein.

Applicable Law; Personal Jurisdiction; Venue: This Agreement shall be construed in accordance with, and all disputes hereunder shall be governed by the laws of the State of Texas. All parties to this Agreement agree to submit to personal jurisdiction in the County of Tarrant, State of Texas, United States of America. Any dispute that arises under or relates to this Agreement (whether contract, tort or both) shall be resolved in the applicable Federal or state court in the County of Tarrant, State of Texas, United States of America.

Section Headings: The section headings contained herein are for convenience only and are not intended to affect the meaning or interpretation of this Agreement.

Bankruptcy: In the event of any voluntary proceedings in bankruptcy or insolvency by or against Buyer, or in the event of the appointment, with or without Buyer's consent, of an assignee for the benefit of creditors or a receiver, Fit Supply shall be entitled to cancel any unfilled part of Buyer's purchase without any liability whatsoever.

Entire Agreement: The entire Agreement between the parties is set forth herein and supersedes all prior discussions and agreements between the parties relating to the subject matter hereof. There are no representations, warranties, covenants, agreements or collateral understandings, oral or otherwise, expressed or implied, affecting this Agreement which are not expressly set forth herein. This Agreement shall not be supplemented or modified by any course of dealing or trade usage.

Attorney's Fees: If any party institutes any action or proceedings, the prevailing party shall be entitled, in addition to such other relief as may be granted, to be reimbursed by the losing party for all costs and expenses incurred thereby, including, but not limited to, reasonable attorneys' fees (including pre-judgment and post-judgment interest) and costs.

Authorized Representative:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Title

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Company Address