



**CONTRACT RENEWAL LETTER**

**Date:** March 26, 2019  
**Contract #:** UCPJMU4573  
**Service:** Athletic Apparel, Equipment, & Related Services  
**Renewal Period:** April 1, 2019 to March 31, 2020  
**Renewal #:** 3 of 4 One-Year  
**Issued By:** James Madison University  
Garrett Morris, Buyer Senior  
**Contractor:** Johnson Health Tech North America  
Attn: Mark Zabel  
1600 Landmark Drive  
Cottage Grove, WI 53527  
**Contract Administrator:** Chris Ouren, Athletics

**Description of Renewal Notice:**

In accordance with the renewal provision of the original contract all terms, conditions, and specifications of the original contract remain the same during the contract renewal period, along with any modifications that have been incorporated up until this point. The updated contract pricing is attached to this renewal.

All invoices shall be submitted within sixty days of contract renewal term expiration as well as for each subsequent contract renewal period. Any invoices submitted after the sixty day period will not be processed for payment.

Return one executed renewal notice to my attention within ten days.

**Johnson Health Tech North America**

**By:** Mark R. Zabel  
Mark Zabel  
\_\_\_\_\_  
Name (print)  
President \_\_\_\_\_ 3/26/2019  
Title Date Signed

**James Madison University**

**By:** Garrett Morris  
Garrett Morris, CUPO  
\_\_\_\_\_  
Name (print)  
Buyer Senior \_\_\_\_\_ 3/26/19  
Title Date Signed



**Contract #:** UCPJMU4573  
**Contractor:** Johnson Health Tech North America  
**Renewal Period:** 4/1/2019 - 3/31/2020  
**Commodity:** Athletic Apparel, Equipment, & Related Services

Category		Product Description	Discount
<b>Treadmills</b>			
	T7XI-04	Treadmill - 19" capacitive touchscreen with FitTouch Technology	47%
	T7XE-06	Treadmill - 16" touchscreen display with FitTouch Technology	47%
	T5X-08	Treadmill - LED Console	47%
	T5XGTWF-10	Treadmill - LED Console - Group Training	47%
	T3XE- 07	Treadmill - 16" touchscreen display with FitTouch Technology	47%
	T3XH- 02	Treadmill - 16" touchscreen display with FitTouch Technology	47%
	T3X- 05	Treadmill - LED console display	47%
	T-DPT	Treadmill - S - Drive Performance Trainer; non-motorized	35%
	SPT	S- Force Performance Trainer	35%
<b>Ascents</b>			
	A7XI- 06	Ascent - 16" capacitive touchscreen with FitTouch Technology	47%
	A7XE- 06	Ascent - 16" touchscreen display with FitTouch Technology	47%
	A5X- 06	Ascent - LED Console	47%
	A3XE- 04	Ascent - 10" touchscreen display with FitTouch Technology	47%
	A3X- 03	Ascent - LED Console	47%
	ALB7XI- 05	Ascent Lower Body - 16" capacitive touchscreen with FitTouch Technology	47%
	ALB7XE- 06	Ascent Lower Body - 16" touchscreen display with FitTouch Technology	47%
	ALB5X- 06	Ascent Lower Body - LED Console	47%
	ALB3XE- 02	Ascent Lower Body - 10" touchscreen display with FitTouch Technology	47%
	ALB3X- 02	Ascent Lower Body - LED Console	47%
<b>Climbmills</b>			
	C7XI- 07	Climbmill - 16" capacitive touchscreen with FitTouch Technology	47%
	C7XE- 07	Climbmill - 16" touchscreen display with FitTouch Technology	47%
	C5X- 07	Climbmill - LED Console	47%
	C3XE- 07	Climbmill - 10" touchscreen display with FitTouch Technology	47%
	C3X- 06	Climbmill - LED Console	47%
<b>Ellipticals</b>			
	E7XI- 05	Elliptical - 16" capacitive touchscreen with FitTouch Technology	47%
	E7XE- 05	Elliptical - 16" touchscreen display with FitTouch Technology	47%
	E5X- 06	Elliptical - LED Console	47%
	E3XE- 04	Elliptical - 10" touchscreen display with FitTouch Technology	47%
	E3X- 04	Elliptical - LED Console	47%
<b>Steppers</b>			
	S7XI- 05	Stepper S7XI - 16" capacitive touchscreen with FitTouch Technology	40%
	S7XE- 05	Stepper - 16" touchscreen display with FitTouch Technology	40%
	S5X- 06	Stepper - LED Console	40%
	S3XE- 05	Stepper - 10" touchscreen display with FitTouch Technology	40%
	S3X- 05	Stepper S3X - LED Console	40%
<b>Bikes</b>			
	H7XI- 07	Hybrid Bike - 16" capacitive touchscreen with FitTouch Technology	40%
	H7XE- 07	Hybrid Bike - 16" touchscreen display with FitTouch Technology	40%
	H5X- 06	Hybrid Bike - LED Console	40%
	H3XE- 06	Hybrid Bike - 10" touchscreen display with FitTouch Technology	40%
	H3X- 06	Hybrid Bike - LED Console	40%
	R7XI- 07	Recumbent Bike - 16" capacitive touchscreen with FitTouch Technology	40%
	R7XE- 07	Recumbent Bike - 16" touchscreen display with FitTouch Technology	40%
	R5X- 06	Recumbent Bike - LED Console	40%
	R3XE- 06	Recumbent Bike - 10" touchscreen display with FitTouch Technology	40%
	R3X- 06	Recumbent Bike - LED Console	40%
	R3XM	Recumbent Bike R3XM	40%
	U7XI- 06	Upright Bike - 16" capacitive touchscreen with FitTouch Technology	40%
	U7XE- 06	Upright Bike - 16" touchscreen display with FitTouch Technology	40%
	U5X- 06	Upright Bike - LED Console	40%

	U3X- 06	Upright Bike - LED Console	40%
	U3XE- 06	Upright Bike - 10" touchscreen display with FitTouch Technology	40%
<b>Rower</b>			
	Rower- 02	RowerX with Magnetic Resistance	30%
<b>Entertainment &amp; Technology</b>			
	TV	Matrix MYE 15.6" TV with HDMI Port	35%
	TV	Matrix MYE 15.6" TV with Pro:Idiom	35%
	Brackets	TV Brackets	35%
<b>GroupX</b>			
Bikes	CXP	Matrix Indoor Cycle CXP	35%
	CXM	Matrix Indoor Cycle CXM	35%
	CXC	Matrix Indoor Cycle CXC	35%
	CXC Console	Matrix Indoor Cycle CXC Console	30%
Krankcycles	KC- 01	Krankcycle w/ Seat	30%
<b>Strength Products</b>			
Selectorized	All Selectorized	Ultra, Versa, Aura	35%
Benches and Racks	FW Benches and Racks	Aura, Magnum, Varsity	28%
Power Racks	MEGA, Magnum, Varsity	MEGA, Magnum, Varsity	28%
Platforms and Access	All Platforms and Access	Magnum, Varsity	28%
Plate Load	All Plate Load	Aura, Magnum, Varsity	28%
Multi Station	All Multi Station	Aura, Versa, Magnum, Varsity (Funtional Trainers and Multi Jungles)	28%
Matrix Warranty	Standard Warranty	Matrix Three year parts and three year labor ( see contract for exceptions)	
Notes	Pricing notes	The Contract pricing is "not to exceed pricing"	
Freight and Install	F and I	Freight and Install: \$100 cardio, \$200 per selectorized, \$150 per stack jungles, \$150 Plate Loaded, \$75 Fee Weight, \$200 Power Racks & Platforms	
<b>**All warranties outlined in contract UCPJMU4573 shall be acknowledged</b>			

# Warranties

## Cardio Warranty

	<b>T7XI/T7XE/T5X TREADMILL</b>	<b>T3XE/T3X/T3XH TREADMILL</b>	<b>T1XE/T1X TREADMILL †</b>
*Frame	7 Years	7 Years	7 Years
Drive Motor	Lifetime	7 Years	3 Years
Parts	3 Years	3 Years	3 Years
Labor	3 Years	3 Years	3 Years
**Wear Items	90 Days	90 Days	90 Days
	<b>A7XI/A7XE/A5X/A3XE/A3X ASCENT</b>	<b>E7XI/E7XE/E5X/E3XE/E3X ELLIPTICAL</b>	<b>KRANKCYCLE® BY MATRIX</b>
*Frame	7 Years	7 Years	5 Years
JID Hybrid Generator	5 Years	5 Years	
Parts	3 Years	3 Years	2 Years
Labor	3 Years	3 Years	90 Days
**Wear Items	90 Days	90 Days	90 Days
	<b>S7XI/S7XE/S5X/S3XE/S3X STEPPER</b>	<b>C7XI/C7XE/C5X/C3XE/C3X CLIMBMILL</b>	<b>H7XI/H7XE/H5X/H3XE/H3X HYBRID</b>
*Frame	7 Years	7 Years	7 Years
JID Hybrid Generator	5 Years	5 Years	5 Years
Parts	3 Years	3 Years	3 Years
Labor	3 Years	3 Years	3 Years
**Wear Items	90 Days	90 Days	90 Days

	<b>U7XI/U7XE/U5X/U3XE/U3X UPRIGHT</b>	<b>R7XI/R7XE/R5X/R3XE/R3X RECUMBENT</b>	<b>E1XE/E1X/R1XE/R1X/U1XE/U1X †</b>
*Frame	7 Years	7 Years	7 Years
JID Hybrid Generator	5 Years	5 Years	5 Years
Parts	3 Years	3 Years	3 Years
Labor	3 Years	3 Years	3 Years
**Wear Items	90 Days	90 Days	90 Days

	<b>CXP TRAINING CYCLE</b>	<b>CXM TRAINING CYCLE</b>	<b>CXC TRAINING CYCLE</b>
Frame	5 Years	5 Years	5 Years
*Electronics	1 Year	1 Year	1 Year
† Mechanical Parts	3 Years	3 Years	3 Years
Labor	1 Year	1 Year	1 Year
Wear Items	1 Year	1 Year	1 Year

\*Electronic items include: Console, Generator, Console Cables, Battery

† Mechanical parts include: Seat Post, Pedals, Saddle Structure, Magnetic Break, Flywheel, Cranks, Drive Belt, Handlebars

	<b>MATRIX DIGITAL TV</b>	<b>ENTERTAINMENT</b>	<b>ROWER</b>
Parts	3 Years		3 Years
Labor	3 Years		3 Years
Stands		1 Year	
**Wear Items	90 Days	90 Days	2 Years - Rope, Seat, Foot Support 1 Year - Other

\*\* Wear items include: Headphone Jack, USB Port, iPod Connector, Batteries, Belts, Straps. No Labor.

† Warranty limited to 6 hours of use per day. Full commercial warranty not available on 1-Series cardio.

	<b>S-DRIVE WARRANTY</b>	<b>S-FORCE WARRANTY</b>
*Frame	7 Years	7 Years
Parts	3 Years	3 Years
Labor	3 Years	3 Years
Wear Items	6 Months (Harness System)	6 Months

## Strength Warranty

	<b>ULTRA/VERSA/AURA/MAGNUM/VARSITY/CONNEXUS</b>	<b>G1 STRENGTH</b>
**Frame (Not coatings)	10 Years	10 Years
Weight Stacks	5 Years	
Pulleys	5 Years	
Pivot Bearings	5 Years	
Other items not specified	3 Years	
Labor	3 Years	
Upholstery/Cables/Springs/Grips	1 Year	90 Days
Accessories	6 Months	
Parts		1 year
Labor (excluding upholstery/cables/grips)		1 year

\*\* Frame is defined as the welded metal base of the unit and does not include removable parts.

## EXCLUSIVE REMEDY

The exclusive remedy for any of the above warranties shall be repair or replacement of defective Parts, or the supply of Labor to cure any defect, per the terms of the Commercial Warranty. All Labor shall be supplied by the local Matrix certified technician. The Product must be located within that service provider's service area. Products located outside service area will not be covered by the Labor warranty.

## EXCLUSIONS AND LIMITATIONS

1. This warranty applies only to the original owner and is not transferable.
2. Under no circumstances will MATRIX FITNESS be liable by virtue of this warranty or otherwise for damage to any person or property whatsoever for any special, indirect, incidental, secondary or consequential losses, damages or expenses in connection with exercise products.
3. This warranty is expressly limited to the repair or replacement of a defective Frame, Motor, Electronic component, or Part. Repair or replacement will be at the discretion of MATRIX FITNESS, and is the sole remedy of the warranty.
4. Do not use equipment in any location that is not climate controlled, such as but not limited to garages, porches, pool rooms, saunas, bathrooms, car ports or outdoors. Failure to comply may void the warranty.
5. This warranty does not cover normal wear and tear - including but not limited to: USB port, headphone jack and iPod cord, cuts in upholstery, damage caused externally that is not due to a manufacturer defect, improper assembly or maintenance, or installation of parts or accessories not originally intended or compatible with the MATRIX FITNESS Product as sold.
6. This warranty does not cover damage or failure due to accident, abuse, corrosion, discoloration of paint or plastic, neglect, theft, vandalism, fire, flood, wind, lightning, freezing, or other natural disasters of any kind, power reduction, fluctuation or failure from whatever cause, unusual atmospheric conditions, collision, introduction of foreign objects into the covered unit, or modifications that are unauthorized or not recommended by MATRIX FITNESS.
7. Parts reconditioned to As New Condition by MATRIX FITNESS or its vendors may sometimes be supplied as warranty replacement parts and constitute fulfillment of warranty terms. Any warranty replacement parts shall be warranted for the remainder of the original warranty term.
8. The warranty does not cover damage or equipment failure due to electrical wiring that is not in compliance with applicable electrical codes and MATRIX FITNESS' Owner's Manual specifications.
9. Matrix Ultimate™ treadmill decks will NOT be replaced unless both surfaces are worn through. Deck & belt replacement limited to one per treadmill.

NOTE: Historically, one surface of the average Ultimate Deck and belt will last 4 years in a high use facility.

This warranty shall NOT apply to the following:

1. Failure to provide reasonable and necessary maintenance as outlined in the Owner's Manual.
2. Software limitations and upgrades.
3. Batteries or other consumable goods.
4. Cosmetic items.
5. Repairs performed on equipment missing a serial number or with a serial number tag that has been altered or removed.
6. Service calls to correct installation of the equipment or instructing on use of equipment.
7. Pick-up, delivery or freight charges involved with repairs.
8. Any labor charges incurred beyond the applicable labor warranty.

MATRIX FITNESS expressly disclaims all other warranties, express or implied, including but not limited to all warranties of fitness for a particular purpose or of merchantability. This warranty gives you specific legal rights, and your rights may vary from state to state.