

## Hydrow Home Use Limited Warranty

Hydrow, Inc. (“Hydrow”) warrants that the covered components of the Hydrow products described herein will be free of defects or malfunctions during normal use during the applicable warranty periods described below, subject to all of the terms, conditions and exclusions set forth below (the “Warranty”).

This Warranty applies only to Hydrow products manufactured and distributed by Hydrow or its authorized dealers and is only valid for such products sold for use in a home setting in North America. This Warranty applies only against defects in materials and workmanship, and not those issues that occur as a result of normal wear and tear, misuse, or those that occur outside of the conditions set forth below. THIS WARRANTY IS NOT ASSIGNABLE AND CANNOT BE RE-SOLD BY THE ORIGINAL PURCHASER.

Hydrow’s obligations under this Warranty are limited as set forth below:

### Warranty Periods and Coverage

The warranty periods for Hydrow products, including floor models purchased by consumers, commence on the date of delivery to the original purchaser or eighteen (18) months from the original ship date to the reselling authorized distributor, whichever occurs first.

Equipment	Warranty Period for Home Use
Structural Frame & Upright Storage Kit	Five years**
Screen and other electronics	Two years
Wear items*	Two years
Labor	One year***

\* Including handle, strap, seat assembly, and hinge on screen carriage.

\*\* Six years when purchased through an authorized dealer.

\*\*\*Eighteen months when purchased through an authorized dealer.

### Warranty Terms and Conditions

The warranty applies to the Hydrow product only if such product: (a) has been used exclusively by consumers in a home setting and not used for a commercial purpose in any way; (b) has been serviced exclusively by a Hydrow Authorized Service Provider; (c) remains in the possession of the original purchaser and proof of purchase is demonstrated, or, for gifted Hydrows, the owner of the original subscription attached to the Hydrow; (d) has not been subjected to accident, misuse, abuse, improper service, or non-Hydrow modification and has a serial tag that has not been altered or defaced; and (e) claims are made within the warranty period and in accordance with the process described herein.

At Hydrow’s option, Hydrow may replace defective parts with new parts or serviceable used parts that are equivalent to new parts in performance. All exchanged parts and Hydrows replaced under this warranty become the property of Hydrow after the repair or exchange.

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.

In the event that necessary parts required for a satisfactory repair under the terms outlined in this Warranty are not and will not be available in a reasonable time, Hydrow shall fully replace, at Hydrow’s sole discretion, the malfunctioning unit

with a comparable new machine or a comparable used version of similar manufacture date and functioning condition as the unit being replaced.

This Warranty does not cover products used in any commercial setting including, but not limited to: dues paying facilities or any other facility where membership is required for use, corporate wellness settings, multi-family housing facilities, hospitality settings, or personal training studios.

## **EXCLUSIONS:**

### ***This Limited Warranty shall NOT apply to:***

- Damage or equipment failure due to normal wear and tear, improper or negligent assembly, maintenance, installation, relocation, or repair, except for repairs performed by a Hydrow Authorized Service Provider
- Structural, functional or cosmetic damage, including rust, corrosion and unusual wear, caused by failure to follow the operation and maintenance procedures described in the owner's manual or by use of the Hydrow with parts or accessories from third parties
- Damage or equipment failure caused by electrical wiring not in compliance with electrical codes or Hydrow owner's manual specifications or by failure to provide reasonable and necessary maintenance as outlined in the owner's manual
- Moving parts bolted to the structural frame (e.g., moving arms, position adjustments, etc.) are not included in the "Structural Frame" warranty
- Software, even if sold with or embedded in the Hydrow, or Internet connectivity. Crew does not warrant that the operation of the Hydrow will be uninterrupted or error-free
- 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 or other natural disasters or acts of God 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 unauthorized or not recommended by Hydrow
- Hydrow does not pay labor outside North America. This Warranty is exclusively for equipment sold and used in North America.
- Pickup and delivery involved with repairs
- Service calls to correct installation of the equipment or instruct owners on how to use the equipment
- Any labor costs incurred beyond the applicable labor warranty period

## **How to Obtain Warranty Service**

To be eligible for service under this Limited Warranty you must contact your local authorized service agent or the Hydrow Customer Support team by email at [support@hydrow.com](mailto:support@hydrow.com), directly through the Hydrow console, or by phone at (833) 449-3769. You will be asked to provide Hydrow with the serial number of your Hydrow and the dated receipt, or other proof of purchase indicating the date purchased, upon discovering any nonconformity or defect. To claim under this warranty, you must notify your authorized service agent or Hydrow within thirty (30) days after the date of discovery of any nonconformity and make the affected product available for inspection by Hydrow or its service representative within ten (10) of notifying Hydrow of your claim. Claims must be made within the specified warranty period.

## **Disclaimer of Warranties, Limitation of Liability**

The limited warranties provided herein are the exclusive warranties given by Hydrow and supersede any prior, contrary or additional representations, whether oral or written. ANY IMPLIED WARRANTIES, INCLUDING THE WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE THAT APPLY TO ANY PARTS DESCRIBED ABOVE ARE LIMITED IN DURATION TO THE PERIODS OF EXPRESS WARRANTIES GIVEN ABOVE FOR THOSE SAME PARTS. HYDROW HEREBY DISCLAIMS AND EXCLUDES THOSE WARRANTIES THEREAFTER, EXCEPT TO THE EXTENT PROHIBITED BY LAW. HYDROW ALSO HEREBY DISCLAIMS AND EXCLUDES ALL OTHER OBLIGATIONS OR LIABILITIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO ANY NONCONFORMANCE OR DEFECT IN ANY PRODUCT, INCLUDING BUT NOT LIMITED



TO: (A) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY IN TORT, WHETHER OR NOT ARISING FROM THE NEGLIGENCE OF HYDROW OR ITS SUPPLIERS (WHETHER ACTIVE, PASSIVE OR IMPUTED); AND (B) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY FOR LOSS OF OR DAMAGE TO ANY EQUIPMENT. This disclaimer and release shall apply even if the express warranty set forth above fails of its essential purpose.

IN NO EVENT WILL HYDROW, ITS SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH THIS WARRANTY OR THE PURCHASE, USE, REPAIR OR MAINTENANCE OF EQUIPMENT OR PARTS, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL DAMAGES, ECONOMIC LOSS, LOSS OF PROPERTY OR PROFITS, LOSS OF ENJOYMENT OR USE, OR OTHER CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY NATURE WHATSOEVER. CREW SHALL NOT BE LIABLE FOR ANY DAMAGE OR INJURY INCURRED DURING, OR AS A RESULT OF, ANY REPAIR OR ATTEMPTED REPAIR OF EQUIPMENT BY ANYONE OTHER THAN A HYDROW AUTHORIZED SERVICE TECHNICIAN. THE FOREGOING LIMITATIONS DO NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

You agree that the above limitations of liability together with the other provisions in this Warranty that limit liability are essential terms of this Warranty and that Hydrow would not be willing to grant you the rights set forth in this Warranty but for your agreement to the above limitations of liability; you are agreeing to these limitations of liability to induce Hydrow to grant you the rights set forth in this Warranty.

Any disputes between you and Hydrow related to this Limited Warranty will be governed by the then-current dispute resolution procedures in Hydrow's Terms of Use, available at <https://hydrow.com/terms/>