

Peloton Tread Limited Home Use Warranty

Your rights under the Australian Consumer Law

Our goods come with guarantees that cannot be excluded under the Australian Consumer Law.

You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure. The rights described in this Peloton Tread Limited Home Use Warranty are in addition to the rights you have as a consumer under the Australian Consumer Law. This Limited Warranty does not purport to limit liability or alter your rights as a consumer that cannot be excluded under applicable law, including the Australian Consumer Law.

What is covered by this Limited Warranty?

When you purchase a Peloton Tread in Australia, Peloton Interactive Australia Pty Ltd (“Peloton”) provides the following Limited Warranty, which applies only to non-commercial, in-home, indoor use of the Peloton Tread. Any other use of the Peloton Tread shall void this Limited Warranty. During the applicable Limited Warranty periods described below, the covered components of the Peloton Tread will be free of defects or malfunctions during normal use. Certain exclusions apply, as further described in this Limited Warranty.

The Limited Warranty applies to the following components of the Peloton Tread only, for the time periods indicated. The Limited Warranty applies only against defects discovered within the applicable Limited Warranty period.

Frame: Five Years

Peloton warrants the platform frame, which is defined as the steel structural portion of the Tread deck excluding any moving parts attached to the structural frame, against defects in workmanship and materials for a period of five years from the date of original delivery.

Drive Motor: Three Years

Peloton warrants the Tread drive motor, which is defined as the motor powering the walking belt (excluding any parts attached), against defects in workmanship and materials for a period of three years from the date of original delivery.

Walking Belt: Three Years

Peloton warrants the Tread walking belt against defects in workmanship and materials for a period of three years from the date of original delivery.

HD Touchscreen: 12 Months

Peloton warrants the Tread touchscreen against defects in workmanship and materials for a period of 12 months from the date of original delivery.

Tread Components: 12 Months

Peloton warrants the components and all original parts of the Peloton Tread (other than the frame, drive motor and walking belt (as to which see above)), against defects in workmanship and materials for a period of 12 months from the date of original delivery.

Labour: 12 Months

For Peloton Treads originally assembled by an authorised Peloton technician, Peloton will cover the labour cost for any repair or replacement made under this Limited Warranty for a period of 12 months from the date of original delivery.

* Limited Home Use Warranty valid only in Australia.

Who is covered by this Limited Warranty?

This Limited Warranty covers the original purchaser of the Peloton Tread or, for gifted Peloton Treads, the owner of the original Subscription attached to that Peloton Tread. Without excluding, restricting or modifying any rights or remedies to which you may be entitled under the Australian Consumer Law or other applicable laws, any other person in possession of the Peloton Tread is not covered by this Limited Warranty.

What is not covered by this Limited Warranty?

This Limited Warranty does not apply to:

- Any other Peloton products or services not expressly referred to under the heading “What is covered by this Limited Warranty?” above, non-Peloton products or labour not approved in advance by Peloton Member Support, Peloton Treads that are, or that Peloton reasonably believes to be, stolen, counterfeit, or purchased from an unauthorised distributor or reseller, Peloton Treads purchased or used outside Australia, Peloton Treads that are moved outside of Peloton’s delivery area in Australia, and units missing serial numbers.
- Software, even if sold with or embedded in the Peloton Tread, or Internet connectivity. Peloton does not warrant that the operation of the Peloton Tread will be uninterrupted or error-free.
- Damage or equipment failure due to normal wear and tear, improper or negligent assembly, maintenance, installation, relocation, or repair (other than that caused by a Peloton authorised service technician), use of the Peloton Tread with parts or accessories from third parties, or with parts or accessories not originally intended for or compatible

with the Peloton Tread, or any use contrary to the instructions in the Peloton Tread User Manual.

- 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 unauthorised or not recommended by Peloton.
- Incidental or consequential damages. Except to the extent required by the Australian Consumer Law or other applicable law that cannot be excluded, Peloton is not responsible or liable for indirect, special, incidental or consequential damages, economic loss, loss of property or profits, loss of enjoyment or use, or other consequential damages of any nature whatsoever in connection with the purchase, use, repair or maintenance of equipment or parts, and Peloton will not provide monetary or other compensation for any such repairs or replacement parts costs, including but not limited to gym membership fees, work time lost, cost of substitute equipment, diagnostic visits, maintenance visits or transportation.
- Use of the Peloton Tread for commercial purposes or for any use other than normal use in a single-family or household.
- Any attempt to move or repair fitness equipment creates a risk of injury and property damage. Peloton is not responsible or liable for any damage or injury incurred during, or as a result of, any move, repair or attempted repair of equipment by anyone other than a Peloton authorised service technician. All moves or repairs attempted by you or your agents are undertaken AT YOUR OWN RISK and Peloton will have no liability for any injury to persons or property arising from such attempted moves or repairs. In addition, your Peloton Tread will no longer be covered by this Limited Warranty if it is moved outside of Peloton's delivery area.

TO THE EXTENT ALLOWED BY LAW AND WITHOUT EXCLUDING, RESTRICTING OR MODIFYING THE APPLICATION OR EXERCISE OF ANY RIGHT OR REMEDY TO WHICH YOU MAY BE ENTITLED UNDER AUSTRALIAN CONSUMER LAW OR ANY LIABILITY OF PELOTON IN RELATION TO A FAILURE TO COMPLY WITH A GUARANTEE THAT APPLIES UNDER AUSTRALIAN CONSUMER LAW TO A SUPPLY OF GOODS:

- THIS LIMITED WARRANTY IS THE EXCLUSIVE WARRANTY GIVEN BY PELOTON AND SUPERSEDES ANY PRIOR, CONTRARY OR ADDITIONAL REPRESENTATIONS.
- ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY STATUTORY WARRANTY OR CONDITION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE DISCLAIMED TO THE EXTENT PERMITTED BY LAW.
- IN SO FAR AS A WARRANTY CANNOT BE DISCLAIMED, SUCH WARRANTY IS LIMITED TO THE DURATION OF THE WARRANTY PERIODS SET FORTH ABOVE.

- TO THE EXTENT THIS EXCLUSION APPLIES, IT APPLIES EVEN IF THIS WARRANTY FAILS OF ITS ESSENTIAL PURPOSES AND REGARDLESS OF WHETHER DAMAGES ARE SOUGHT FOR BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, OR STRICT LIABILITY IN TORT OR UNDER ANY OTHER LEGAL THEORY.

FOR THE AVOIDANCE OF DOUBT, THE LIMITATIONS OUTLINED ABOVE DO NOT PURPORT TO LIMIT LIABILITY OR ALTER YOUR RIGHTS AS A CONSUMER THAT CANNOT BE EXCLUDED UNDER APPLICABLE LAW, INCLUDING THE AUSTRALIAN CONSUMER LAW.

What do you need to do to make a claim under the Limited Warranty?

To make a claim under this Limited Warranty you must, upon discovering any nonconformity or defect:

- cease using the Peloton Tread;
- provide Peloton with:
 - the serial number of your Peloton Tread;
 - the order number and email address used for the purchase of your Peloton Tread;
 - a copy of the dated receipt, or other proof of purchase;
 - a description of the nonconformity or defect; and
 - photographs of the nonconformity or defect where they may assist Peloton to assess the claim.

Claims must be made within the specified warranty period.

To make a claim under this Limited Warranty, contact Member Support on 1800 952 535 or visit support@onepeloton.com.au.

What happens after you submit a claim?

If, within the applicable Limited Warranty period, a defect arises in the Peloton Tread or a warranted component that is covered by this Limited Warranty and you submit a claim to Peloton under this Limited Warranty, then without excluding, restricting or modifying any other rights to which you may be entitled under the Australian Consumer Law or other applicable laws, Peloton will, at its option and as its sole obligation, either replace the defective or malfunctioning Peloton Tread or component with the same or a comparable model, or repair it.

Any replacement or repaired component shall be warranted for the remainder of the original Limited Warranty period or 30 days, whichever is longer, or for any additional period that is required by applicable law. Where permitted by law, replacement units, parts and electronic components reconditioned to as-new condition by Peloton or its vendors may sometimes be supplied as warranty replacement and constitute fulfillment of warranty terms. Goods presented for repair may be replaced by refurbished goods of the same type rather than being repaired. Refurbished parts may be used to repair the goods.

If a successful claim is made for a defect that is covered by this Limited Warranty within the Limited Warranty periods identified above, any shipping costs to return the relevant component to Peloton or the cost of Peloton collecting the relevant part(s) will be at Peloton's cost.

To the extent that the Peloton Tread or component is capable of retaining user generated data, you should be aware that repairs may result in the loss of that data.

What if you have questions or concerns?

This Limited Warranty is given by Peloton Interactive Australia Pty Ltd. You may direct any questions or concerns to Member Support: 1800 952 535, or by writing to us at:

Peloton Interactive Australia Pty Ltd
20 Martin Place
Sydney
NSW 2000
Attention: Limited Warranty Claims

Without excluding, restricting or modifying any rights or remedies to which you may be entitled under the Australian Consumer Law or other applicable law, any disputes between you and Peloton related to this Limited Warranty or the Peloton Tread will be governed by the then-current dispute resolution procedures in Peloton's Terms of Service, available at onepeloton.com.au/terms-of-service.