

GYROTONIC® The Ultima XS™ (Pulley Tower) - Asia Order Form 禅柔® The Ultima XS™ (滑轮拉力器) —亚洲订单表

请填写好此订单中的所有必填项。收到您的订单后，我们将向您提供完整的报价和付款细节。

有关其他设备的问题，请联系chris@gyrotonic-hongkong.com。

* 必填项

* Required

1. Email *

新滑轮拉力器! NEW PULLEY TOWER!

我们有一些令人振奋的消息! GYROTONIC®方法创建者和创始人Juliu Horvath开发了GYROTONIC®滑轮拉力器的新版本!

We have some exciting news! Juliu Horvath, GYROTONIC® Method Creator and Founder, has developed a new version of the GYROTONIC® Pulley Tower Unit!

该设计基于当前的Ultima滑轮拉力器但是新模型显示多功能性方面的重大改进。新型号称为Ultima XS™, 是Juliu设备制造概括。Ultima XS™是许多培训师一直在等待的终极设备!

The design is based on the current Ultima Pulley Tower; however, the new model shows significant improvements in functionality and versatility. The new model, called Ultima XS™, is the epitome of Julius equipment creation so far. The Ultima XS™ is the ultimate equipment that many trainers have been waiting for!

您能期待什么?

What can you expect?

Ultima XS™手柄部件

The Ultima XS™ Handle Unit

特小的设置: 儿童的活动范围, 活动范围有限的客户, 有治疗需要的客户等等;

Extra small settings: range of motion for children, for clients with limited range of motion, for clients with therapeutic needs, and many more;

超大设置: 适合高大客户, 运动员, 舞者等的运动范围;

Extra-large setting: range of motion for tall clients, athletes, dancers and many more;

根据客户的个人需求从高(上)到低(下)设置。脊椎的特定部分可以轻松而舒适地瞄准。

Setting from high (up) to and low (down) according to the individual needs of the client. Particular segments of the spine can be targeted with ease and comfort.

始终舒适的坐姿; 使用者坐在可调节高度的长凳上或椅子上, 这最适合不同使用者的需要条件, 包括轮椅和更多。

Comfortable seated position at all times; clients sit either on the height-adjustable bench or on a chair, which suits the condition of the client best, including wheelchairs and more.

(手柄部件与GYROTONER®手柄部件相同。)

(The handle unit is identical to the GYROTONER® Handle Unit.)

Ultima XS™工作台

The Ultima XS™ bench

将可调式工作台高度从极低的设置提高到极高的设置

Improved adjustable bench height from a very low setting to a very high setting

改进的长凳宽度, 更加舒适和安全

Improved width of the bench for more comfort and safety

新型手柄, 可在不同位置摆放手臂

New hand grips for different positions for the arms

在这个时间点上, 我们不宜透露更多有关Ultima XS™的细节或照片。描述新滑轮拉力器的最佳方法是您将获得升级的Ultima滑轮拉力器单元, 其中包括GYROTONER®手柄部件, 两台机器合二为一!

At this point and time, it is not advisable that we reveal more details or photos about the Ultima XS™. The best way to describe the new Pulley Tower is that you will receive an upgraded Ultima Pulley Tower Unit with the GYROTONER® Handle Unit, TWO MACHINES IN ONE!

一家总部位于台湾, 在亚洲多个国家设有生产基地的公司将制造Ultima XS™。Juliu Horvath与制造团队亲自合作, 对制造商的选择感到非常满意。

A company based in Taiwan with production locations in several countries in Asia will manufacture the Ultima XS™. Juliu Horvath works personally with the manufacturing team. Juliu is extremely pleased with the choice of the manufacturer.

GYROTONIC® The Ultima XS™ (滑轮拉力器)当前供应 GYROTONIC® The Ultima XS™ (Pulley Tower): Availability

Please email us (chris@gyrotonic-hongkong.com) for latest availability.

Please note your order is not reserved until we have received order form (including purchase order agreement) deposit payment AND confirmed availability.

请注意：在我们收到定金和确认订单之前，您的订单将不会被保留。

一般信息 General Information

其他信息

1. Ultima XS™ 存放在中国 – 运输条款也依中国仓库而定。
2. 要订购Gyrotonic的滑轮拉力器，您需要完成Gyrotonic教师培训课程。然而Ultima XS™若购买于个人使用，则该规则可略有放宽。请在此处了解有关我们更多的培训信息 – <http://www.gyrotonic-hongkong.com/index.php?id=68>
3. 您可以在此处了解有关设备订购流程的更多信息：<http://www.gyrotonic-hongkong.com/index.php?id=11>
4. 设置（装配）由客户完成。装配说明包含在设备中。

Extra info

1. The Ultima XS™ will be warehoused in China - shipping terms are ex-warehouse China.
2. To order the Gyrotonic Pulley Tower, you are required to have completed the Gyrotonic Teacher Training Course. This rule is relaxed slightly if the Ultima XS™ is going to be used for personal use. Please find out more about our training here - <http://www.gyrotonic-hongkong.com/index.php?id=68>
3. You can learn more about the order process for the equipment here: <http://www.gyrotonic-hongkong.com/index.php?id=11>
4. Set-up (assembly) is to be done by the customer. Assembly instructions are included with the equipment.

2. 我之前有在香港订购过Gyrotonic? I have previously ordered from Gyrotonic Hong Kong before? *

Mark only one oval.

- Yes
- No

报价 Pricing:

价格不包括运费、保险、关税、一般税及内部管理费（如有）。价格包括重量板——推荐重量为6x10磅和4x5磅（橡胶涂层）。

请注意：批量折扣只适用于所有的零部件都在同一Gyrotonic工作室公司的1个地点使用（或同一公司的多个地点）。每个客户应填写自己的订单。两个或以上客户的货物可以一起运送以节省运输成本，但不能联合起来购买以获得批量折扣。

Prices in China do not include, shipping, insurance, customs duty, internal handling charges (if any), but do include VAT/Sales Tax.

Prices include weight plates – 8x5kg and 2x2.5kg.

Price does include 1pc Wingmaster.

Please note: Bulk discounts only apply if all the Units are being used by the same Gyrotonic Studio Company at 1 location (or more locations if owned by the same company). Each customer should be filling in their own order form. Two or more clients can ship together to save shipping costs, but can't gang together to get the bulk discount.

3. 我想购买以下数量的Ultima XS™ I wish to purchase the below quantity of Ultima XS™: *

Check all that apply.

- 1 个为63,000RMB (Subject to Change)
- 2 个为126,000RMB (Subject to Change)
- 3 个为189,000RMB (Subject to Change)
- 4 个为252,000RMB (Subject to Change)
- 5 个为315,000RMB (Subject to Change)
- 6 个或更多 (每个63,000RMB) (Subject to Change)

联系/送货详情 Contact/Shipping Details:

4. 全名: Full Name: *

5. 手机号码: Mobile Phone Number: *

6. 公司电话: Work Phone Number:

7. 公司名称 Company Name: *

8. 推荐人姓名 Referral Name:

9. 开票名称 Billing Name: *

10. 结算公司名称 (如适用) Billing Company Name (if applicable)

11. 帐单地址 (街道) Billing Address Street: *

12. 帐单地址 (城市) Billing Address City: *

13. 帐单地址 (国家) Billing Country: *

14. 帐单邮寄地址邮政编码: Billing Address Postal Code: *

15. 收货人名称 (必须准确填写, 否则可能导致额外费用/延误装运) Consignee Name for Shipping (must be accurate or may result in extra charges/delays in shipping): *

16. 送货地址联系人姓名 (如有不同) Shipping Address Contact Name (If different):

17. 送货地址公司 (如有不同) Shipping Address Company (If different):

18. 送货地址 (街道) (如有不同) : Shipping Street Address (If different):

19. 送货地址 (城镇) (如果不同) : Shipping Address Town (If different):

20. 送货地址邮政编码 (如有不同) : Shipping Address Postal Code (If different):

21. 送货地址 (国家) (如有不同) : Shipping Address Country (If different):

22. 送货地址电话号码 (如有不同) : Shipping Address Phone Number (If different):

重要 IMPORTANT

为确保更专业地使用设备, 您必须完成Gyrotonic®认证项目。程序规则可以在本页底部的购买和使用协议中找到。请提供以下信息:

In order to use the equipment professionally, you must complete the Gyrotonic® Certification Program. Program regulations are found in the Purchase and Use Agreement at the bottom of this page. Please provide the following information:

23. 此次购买属于商用（商业/专业）还是个人用途？ Is this purchase for Commercial (Business/Professional) or Personal Use? *

Mark only one oval.

- 商用（商业/专业） Commercial (Business/Professional)
- 个人用途 Personal

24. 场馆/公司的官网资料 (如果是购买作个人用途请填写"Personal") Studio/Company Website Address (please input "personal" if not using at a Studio/Company): *

25. 使用这台设备的GYROTONIC持牌训练人员姓名（许可必须有效） Name of the GYROTONIC Licensed Teacher using the equipment (License must be active)) *

26. 上述人员的电子邮件地址 Email Address of the above teacher *

27. 上述人员是 Is this teacher: *

Mark only one oval.

- 有效的Gyrotonic持牌训练人员 Active Gyrotonic Licensed Trainer
- 有效的Gyrotonic持牌学徒 Active Gyrotonic Licensed Apprentice
- Gyrotonic牌照期满训练人员 Expired Gyrotonic Licensed Trainer

28. 训练上述人员的主训练人员姓名： Name of the Master Trainer that trained this teacher: *

29. 训练结束日期 End date of training: *

Example: January 7, 2019

30. 训练地点 Location of training: *

31. 兹证明所有在此购买的Ultima XS™均将在收货地址处使用 I certify that all Ultima XS™ purchased here will be used at the shipping address location *

Mark only one oval.

是 Yes

否 No

32. 如果不是，请提供工作室的名称，确切的Ultima XS™使用地址位置以及该工作室的合格GYROTONIC训练人员名字 If no, please give the name of the studio(s), exact address location(s) of where the Ultima XS™ will be used and also the qualified GYROTONIC trainer's name at that studio:

付款说明 Payment Instructions

为确保订单，每单需支付定金15,000RMB。（在我们收到定金之前，我们保留向其他客户提供该设备的权利。）

汇款指示 Beneficiary's bank:中国银行股份有限公司深圳香蜜湖支行;
Beneficiary's name:依迈（深圳）健身服务有限公司;
Beneficiary's A/C NO:751074440262

Deposit needed to guarantee your order: 15,000RMB per unit. (Until we receive the deposit we reserve the right to offer the Unit(s) to another customer.)

Remittance Instructions : Beneficiary's bank:中国银行股份有限公司深圳香蜜湖支行;
Beneficiary's name:依迈（深圳）健身服务有限公司;
Beneficiary's A/C NO:751074440262

运输 Shipping

运费是以额外费用形式支付的

海关商品编码: 95069110

运输: 香港工厂交货 (2010年国际贸易术语解释通则)

Shipping is paid at extra cost.

Shipping information in here:

<https://drive.google.com/drive/folders/1PEfBeKwNdrY0XCTZ6tDYMq28aXHC-Z0H?usp=sharing>

HS Code: 95069110

Shipping: Ex Works (Incoterms 2010)

有用信息 Useful Information

网站(<http://www.gyrotonic-hongkong.com/index.php?id=10>)

关于您的Gyrotonic®设备订单 About your GYROTONIC® Equipment Order

当您的机器已准备好发货, 货款亦作了全额支付后, 我们将通过电话或电子邮件与您联系。

货物将用纸箱包装, 放在货板上交付。-包装箱内附有“如何组装Gyrotonic®设备”的说明书。

When your machine is ready to ship and full payment has been made, we will contact you by phone or email.

The shipment will be delivered in cartons on pallets. - Enclosed in the crate is a description "How to assemble your Gyrotonic® Equipment".

33. 本人已细阅并同意本销售协议的条款及细则, 以及本表格底部的购买及使用协议。
I have read and agree with the terms and conditions set forth in this sales agreement as well as the Purchase and Use Agreement at the bottom of this form. *

Check all that apply.

我同意 I agree

GYROTONIC®香港 GYROTONIC® Hong Kong

8th Floor Yu YuetLai Building,43-55 Wyndham St. Central, Hong Kong

电话: +852 28458445 Fax: +852 2810 6778

邮箱: adwayburne@gyrotonic-hongkong.com

www.gyrotonic-hongkong.com

价格及规格如有更改, 恕不另行通知。

8th Floor Yu Yuet Lai Building,43-55 Wyndham St.

Central, Hong Kong

Phone: +852 28458445 Fax: +852 2810 6778

E-mail: adwayburne@gyrotonic-hongkong.com

www.gyrotonic-hongkong.com

Prices and specifications subject to change without notice.

Manufacturer:

客户服务热线: +1(570)828-0003

客户服务邮箱: info@gyrotonic.com

GYROTONIC & GYROTONIC和商标是GYROTONIC销售公司的注册商标

GYROTONIC and GYROTONIC & Logo are registered trademarks and Ultima XS is a trademark of Gyrotonic Sales Corp.

GYROTONIC®机器购买及使用同意书 GYROTONIC® Equipment Purchase and Use Agreement

GYROTONIC®机器购买及使用同意书

这份购买及使用同意书是建立在Gyrotonic 销售总公司(之后简称"GSC"住址在126 Dingmans Court, Dingmans Ferry, PA 18328, USA) 和购买的人, 以下称(买方)。GSC 和買方以下称为双方。

详细条文

首先, GSC设计和制造特定的练习机器使用 Gyrotonic 机器。

同时, 买方若同意签定这份同意书, 根据下列款项, GSC或是它的代表人/处, 将会出售机器给买方, 还有

据此, 在友好和有效的考虑下, 买方同时尊重; 双方在此同意如下的规范:

1. 目的。同意书规范所有Gyrotonic机器或部分器械(之后称机器)的买卖和使用。
2. 范围。机器, Gyrotonic 教学教材和相关部分(包括但不限于, 推广, 指导和教学材料)透过GSC或它的代表人/单位购买, 买方不准许应用或任何结合方式改造类似或演生的运动器材或教育理论。
 - 3(a).使用。买方不得使用机器做任何广告, 非营利或其他赞助方式(统称商业行为), 除非有依照下列的3(b)和3(c)的条例的核准下, 除此以外, 机器或任何在购买时收到的东西(包括且不限于推广, 组成或教导的内容)不可以在没有得到GSC的书面同意前给任何个人或团体进行买卖, 租借或交换。这些个人或团体有意或合理性的推究下, 会使用机器做商业行为。除非买方和第三者是合法合伙的关系符合下列条件的3(b)和3(c)。特别是, 双方必须完成Gyrotonic 的认证(包括Gyrotonic 的师资第二阶段课程)。
 - 3(b).关于买方, 在签订同意书之前或当下, 必须出示已经参与Gyrotonic教师培训课程(包括完成Gyrotonic第二个阶段的课程), 买方才可以根据教材实际应用机器从事商业行为。而且要详细说明使用权力是Gyrotonic认证课程独有而且唯一核准的。
 - 3(c).若是买方能提供跟GSC认同的条件, 并且同意随之完成Gyrotonic相关课程(包括Gyrotonic第二阶段的师资培育课程), 买方才可以根据教材实际应用机器从事商业行为。而且要详细说明使用权力是Gyrotonic认证课程独有而且唯一核准的。
4. 不当使用的责任限制。买方同意并遵守规定, GSC 将无责任对在未经过同意, 不当的, 或不小心的机器使用下而造成的受损或受伤。
5. 医疗免费声明。买方表示買方有读过以下的医疗免费声明, 买方认同下列的医疗免费声明是属实而且正确的。
6. 保障。买方同意保护和保持GSC 不受到任何责任, 金钱赔偿或控诉的伤害, 包含律师费用, 用来解决犯法或涉嫌违法的行为; 在买方的名义下造成的, 或是买方自己或造成其他人在机器使用上的意外
7. 商标/知识产权。买方尊重GSC 的拥有权及注册商标, GYROTONIC® & Logo, GYROKINESIS®, GYROTONER®, The Art of Exercising and Beyond® and GYROTONIC EXPANSION SYSTEM®加上固定的字体(之后统称商标), 还有知识财产比如版权, 产品和包装的设计唯GSC 独有。买方不得在任何情况下挑战商标的合法性, 或对GSC的权利, 名称和利益做不利的声明。不得在全世界的任何地方注册, 申请或帮助他人注册商标或运用类似混淆的组合。
8. 宣传内容。不保留上述内容, 买方在广告和宣传Gyrotonic 的说明时可以用商标, 但是买方必须提交所有买方会用在这方面的相关资料给GSC, 并取得同意。
9. 保险。买方在购买Gyrotonic机器之前已经投保保险, 其保险必须是现在有效而且有绝对的保障和赔偿额度, 将能有效保护买方在持有Gyrotonic机器时的所有使用
- 10.1 仲裁。此同意书是在依照中华人民共和国的法律下拟定, 应该被中华人民共和国尊重与认同。
- 10.2 争议解决/法庭。当这份GSC 和买方的同意书起任何的疑问和争议时, 双方应尝试在诚信下进行沟通以达成协议。如果沟通之后无法达成协议, 双方不可撤销提交到当地的专属管辖区的法庭, 其区域是买方居住或注册的争议裁决。

10.3 买方尊重对此同意书的破坏可能造成GSC不可挽回的伤害，其中的影响不是金钱赔偿可以弥补的。接受者同意做其他的补救措施；GSC 有权利寻求法律或产权上所有适当的禁令。所有的补救措施将累积和采取补救办法，其方式将不会取消别的或未来的弥补形式。

11. 其他杂项。

11.1 权威。各方表示，保证和同意其公司人员执行此同意书，是在正式授权且有权利下去职行的。

11.2 继承人和受让人。这个同意书应由双方当事人承担，不管他们的指定代表，授权人，接受者或合法代理人的任何形式。

11.3 完全理解/修订。此同意书和此次展示的协议规定了双方就本协议的事项达成的完整协议和谅解，不得在任何方面进行口头修改、修正、折中或修订。影响任何的改变，折中，修改或修订此同意书，必须以书写方式并由双方签字同意

11.4 分割。如果同意书的任何条款被有管辖权的法院或其他权威机构认定为无效或不可执行，不会影响本协议的任何其他条款。一旦确定某项规定无效或无法执行，双方将本着诚意进行谈判以修改本协议以尽可能地实现各方的原意。

11.5 第三方的权利。此同意书争议的只适用在GSC 和其相关规范的单位，不制造任何权利给第三方。

医疗免责声明

买方清楚而且认同在使用Gyrotonic机器会包括剧烈的体育锻炼，其中包括伸展，跳跃，心肺运动。买方完全理解参与这样的活动包括某些风险，并在买方使用Gyrotonic 设备时自愿承担这些风险。买方呈现本身是健康而且没有身体状况，残障或疼痛会造成买方不适合从事如此强度的运动。

GYROTONIC® Equipment Purchase and Use Agreement

Gyrotonic® Terms and Conditions of Sale

Please read these terms and conditions carefully, as they include important information regarding your legal rights, remedies and obligations with regards to the purchase of Gyrotonic exercise equipment.

1 DEFINITIONS

1.1 In these conditions the following definitions apply.

Business Day means a day other than Saturday, Sunday and public holidays when banks generally are open for non-automated business;

Contract means the agreement between the Seller and the Purchaser for the sale and purchase of Products incorporating these Conditions;

Delivery Location means the address in Hong Kong/China where the Seller will deliver the products for collection by the Purchaser. The Seller will advise the Purchaser of the address in writing on or before the Products are available for collection;

Force Majeure means an event or sequence of events beyond a party's reasonable control preventing or delaying it from performing its obligations under the Contract, including (but not limited to) an act of God, fire, flood, lightning, earthquake or other natural disaster; war, riot or civil unrest, strike, lockout or boycott or other industrial action; interruption or failure of supplies of power, fuel, water, transport, equipment or telecommunications service; or material required by for performance of the Contract, except any party's failure to pay shall not be an event of Force Majeure in any event;

Products means Gyrotonic® exercise equipment or any part thereof, including without limitation the physical equipment, and any educational and/or instructional materials supplied by the Seller to the Purchaser;

Intellectual Property Rights means copyright, patents, know-how, trade secrets, trademarks, trade names, product design, package design, design rights, rights in goodwill, rights in confidential information, domain names and all similar rights and, in each case:

- (a) whether registered or not;
- (b) including any applications to protect or register such rights;
- (c) including all renewals and extensions of such rights or applications;
- (d) to which the Seller is or may be entitled to use; and
- (e) in whichever part of the world.

Order means the Purchaser's written order for the Products from the Seller OR the Purchaser's written acceptance of the Seller's quotation for the supply of Products;

Purchaser means any person or firm who purchases Products from the Seller identified and whose details are set out in the Order;

Seller means Body Reform Studios Limited trading as "GYROTONIC Hong Kong" and registered in Hong Kong at 802-805, 8th Floor Yu Yuet Lai Building, 43-55 Wyndham Street, Central, Hong Kong;

Specification means the description or specification of the Products provided by the Seller;

Terms and Conditions means the terms and conditions of sale set out in this document;
Taxes and Duties means any form of taxes, customs duties, or related charges that may apply to the sale of the Products.

2 INTERPRETATION

2.1 Unless the context otherwise requires:

- i) any reference to a gender includes all other genders;
- ii) all references to the singular includes the plural and vice versa;
- iii) all references to the Contract include these Terms and Conditions;
- iv) any references to persons include individuals, unincorporated bodies, government entities, companies and corporations;
- v) clause headings do not affect their interpretation;
- vi) general words are not limited by example; and
- vii) references to any legislation will be construed as a reference to that legislation as amended, re-enacted or extended at the relevant time.

3 ORDERS FOR PRODUCTS

3.1 All orders for Products shall constitute a contractual offer to purchase the Products and our acceptance of that offer is deemed to occur upon our sending an email to you indicating that your order has been accepted, alternatively if we provide a quotation for Products this will be treated as an offer, then acceptance will occur upon written acceptance of our quotation.

3.2 The Purchaser must (a) be at least eighteen (18) years of age and (b) be a natural person, corporation, partnership or other legal entity to purchase any Products.

4 PRICES AND PAYMENT

4.1 The price for the Products will be as set out in the Order or in default of such provision will be calculated in accordance with the Seller's standard scale of charges in force on the date of formation of the Contract.

4.2 The price of the Products does not include delivery.

4.3 The Seller shall issue its invoice for the Products after the Order is accepted.

4.4 The Purchaser will pay all Invoices including any deposit if applicable, in cleared funds by cheque payable to Gyrotonic Hong Kong or by Bank Transfer to the Seller's nominated bank account specified on the invoice.

4.5 All payments by the Purchaser will be made without set-off or counterclaim, free and clear of and without deduction for any tax, levy, duty, charge, or withholdings of any kind now or in the future, imposed in any jurisdiction unless a party is compelled by law to deduct or withhold any such amounts, in which case the Purchaser will pay such additional amount as will ensure that the Seller is paid the full amount it would have received but for such deduction or withholding.

4.6 Full payment for the Products must be received by the Seller prior to delivery.

4.7 The time of payment is of the essence. Where any final sum due is not paid by the due date, Seller may, at its sole discretion cancel the order and keep any deposit paid for the Products.

5 REFUNDS AND CANCELLATIONS

5.1 Unless otherwise agreed to in writing, all sales of Products are final and all charges from those sales are non-refundable.

5.2 The Seller reserves the right to refuse or cancel any orders placed for Products listed at an incorrect price, or containing any other incorrect information or typographical errors. We shall have the right to refuse or cancel any such orders whether or not the order has been confirmed and paid for. If the Order has been paid for, and has been cancelled by the Seller the Purchaser will receive a refund of the price paid for the Products.

5.3 The Seller reserves the right, at any time, to change the prices and billing methods for any of the Products.

6 DELIVERY, RISK AND TITLE

6.1 The delivery terms are Ex Works (Incoterms 2010), and the Products will be made available by the Seller to the Buyer at the Delivery Location.

6.2 The Products will be deemed delivered by the Seller when the Products are made available to the Purchaser at the Delivery Location.

6.3 The Purchaser must arrange the collection of the Products from the Delivery Location, and is responsible for clearing the goods through Customs, and for completing all of the export documentation.

6.4 Risk and Title to the goods will pass to the Purchaser upon delivery.

6.5 The Seller will use its reasonable endeavours to meet delivery dates provided to Purchaser, but such dates are approximate only, and time of delivery is not of the essence.

6.6 The Seller will not be liable for any delay in delivery caused by any event of Force Majeure.

7 WARRANTY

7.1 Warranty to the Products is provided by the manufacturer(s) of the equipment and not by the Seller.

7.2 To the fullest extent permitted by applicable law, the Seller disclaims all warranties, conditions and other terms of any kind, express or implied, in connection with the Products and with Purchasers use of the Products

(including, without limitation, as to satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy), policy.

7.3 Details of the warranty provided by the manufacturer(s) of the Products is provided online at <http://www.gyrotonic-hongkong.com/index.php?id=88>.

8 USE OF THE PRODUCTS

8.1 The Purchaser, will not utilize (nor allow any other person to utilize) the Products or any other items received at purchase (including but not limited to promotional, instructional and educational materials) in any commercial, not-for-profit or other charitable manner ("Commercial Use") without having successfully completed the Gyrotonic® Certification Curriculum (including the Gyrotonic® Foundation Course).

8.2 Furthermore, the Products and shall not without the Seller's written consent, not be loaned, sold, leased, or bartered to any individual or organization which intends, or could reasonably be expected, to utilize the Equipment in a Commercial manner, unless the person with whom the Purchaser is entering into such commercial relationship has successfully completed the Gyrotonic® Certification Curriculum (including the Gyrotonic® Foundation Course).

8.3 In the event that Purchaser, on or before the purchase of the Products, warrants that Purchaser has successfully completed each aspect of the Gyrotonic® Certification Curriculum (including the Gyrotonic® Foundation Course), Purchaser shall be permitted to utilize the Equipment for Commercial Use provided that said Commercial Use is made solely and exclusively in conjunction with the Gyrotonic® Certification Curriculum.

8.4 In the event that Purchaser, subsequent to executing this Agreement successfully completes each aspect of the Gyrotonic® Certification Curriculum (including the Gyrotonic® Foundation Course), and presents satisfactory evidence to such effect to the Seller, then the Purchaser shall be permitted to utilize the Equipment for Commercial Use provided that said use is made solely and exclusively in conjunction with the Gyrotonic® Certification Curriculum.

8.5 Purchaser shall not permit the Equipment to be used by anyone unless that person has successfully completed each aspect of the Gyrotonic® Certification Curriculum.

8.6 Purchaser represents to Seller that Purchaser is aware that using the Products includes the performance of often vigorous physical exercise which may include stretching, jumping, and aerobics. Purchaser fully understands that participation in such activities includes certain inherent risks and voluntarily assumes these risks at all times on behalf of the Purchaser and any other person authorized by the Purchaser to use the Products.

9 INTELLECTUAL PROPERTY RIGHTS

9.1 Nothing contained in these Terms and Conditions shall be construed as conferring by implication, estoppel or otherwise, any license or right to use any Intellectual Property Rights other than as permitted in these Terms and Conditions.

9.2 The Purchaser acknowledges that all trademarks and service marks relating to the Products, including, GYROTONIC® & Logo, WHITE CLOUD, GYROKINESIS, GYROTONER, Transformer, THE ART OF EXERCISING AND BEYOND and GYROTONIC EXPANSION SYSTEM (the "Trademarks") and any other Intellectual Property Rights are owned by Gyrotonic Sales Corporation (GSC), and are licensed by the Seller. Purchaser shall not at any time contest the validity of the Trademarks, claim adversely to Seller or GSC any right, title or interest in and to the Trademarks, shall not register, apply to register or aid a third party in registering the Trademarks or a confusingly similar variation thereof, or use the Trademarks or a confusing similar variation thereof anywhere in the world whatsoever except as described herein.

9.3 Notwithstanding the foregoing, the Purchaser shall be permitted to use the Trademarks in advertising and promotional material in connection with instruction in the use of Gyrotonic® equipment. However, Purchaser shall submit to Seller and GSC for approval copies of all advertising, promotional material and other material which Purchaser wishes to use.

9.4 Upon written notice from the Seller or GSC to the Purchaser to cease using the Trademarks in any advertising and promotional material in connection with instruction of Gyrotonic® equipment, Purchaser will immediately comply with such directions in an expedient manner.

10 LIMITATION OF LIABILITY AND INDEMNITY

10.1 To the fullest extent permitted by law, the Seller expressly excludes any liability for any direct, indirect, consequential, special or exemplary loss or damage whether arising in tort, contract, or otherwise (whether such losses were foreseen, foreseeable, known or otherwise) for any death or injury to persons arising from, out of or in connection with the use of the Products.

10.2 However, nothing in these Terms and Conditions shall exclude or limit the Seller's liability for death or personal injury caused by our negligence, or for any other liability which cannot be excluded or limited under applicable law.

10.3 Purchaser agrees and acknowledges that the Seller shall not be liable for any damages or injuries resulting from the unauthorized, inappropriate or negligent use of the Products.

10.4 The Seller is not liable for failure to comply with these Terms and Conditions due to any event beyond the Seller's reasonable control, including, without limitation, any incorrect information provided by the Purchaser.

10.5 The Purchaser agrees to indemnify, defend and hold the Seller harmless against any and all claims, demands, losses, liabilities, damages, costs and expenses (including but not limited to legal fees) arising from or in connection with: (i) the Purchaser's use of the Products; (ii) any violation by the Purchaser of these Terms and Conditions or of any law, regulation or third-party right.

11 GENERAL TERMS

11.1 If any of these Terms and Conditions are determined to be illegal, invalid or otherwise unenforceable by reason of the laws of any state or country in which these terms and condition are intended to be effective, then to the extent and within the jurisdiction in which that term is illegal, invalid or unenforceable, it shall be severed and deleted from these Terms and Conditions and the remaining Terms and Conditions shall survive, remain in full force and effect and continue to be binding and enforceable.

11.2 No delay, act or omission by either party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy.

11.3 The parties are independent businesses and not principal and agent, partners, or employer and employee.

11.4 These Terms and Conditions are governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region ("Hong Kong"). Any disputes relating to these Terms and Conditions shall be subject to the exclusive jurisdiction of the courts in Hong Kong.

The English version shall always prevail in case of any discrepancy or inconsistency between English version and its translation.

34. I am also interested to purchase other equipment, please contact me regarding..

Mark only one oval.

- Gyrotonic Accessories
- Pilates Accessories
- Other Fitness

End of form

Please contact chris@gyrotonic-hongkong.com if you have any questions.

Have a great day!

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