

# GYROTONIC® The Ultima (Pulley Tower) - Asia Order Form GYROTONIC® The Ultima（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](mailto:chris@gyrotonic-hongkong.com)。

\* 必填项

\* Required

## 1. Email address \*

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### 当前最终有效供应（除开日本的亚洲国家和地区） **Current Ultima Availability (Asia excluding Japan)**

由于产量限制，滑轮拉力器的供应量有限。

Unfortunately due to production limitations The Ultima Pulley Tower is in limited supply.

当前香港库存：库存不足

估计下一批到货日期：2020年夏季

Current Hong Kong Warehouse: OUT OF STOCK.

Estimated Next Availability Date: Summer 2020.

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

我们目前正在销售最新版本的滑轮拉力器，即The Ultima。这个版本是在德国制造的，并且——有货时——存放在我们在香港的仓库中。（GYROTONIC®仅一款滑轮拉力器为亚洲定制，即The Ultima。The Cobra或其它版本已停售。）

### 其他信息

1. Ultimas存放在香港——运输条款也依香港仓库而定。
2. 要订购Gyrotonic的Ultima系列产品，您需要完成Gyrotonic教师培训课程。若Ultima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。
4. 价格不包括重量板——推荐重量为6x10磅和4x5磅（橡胶涂层）。您可以从当地的健身商店 / 供应商采购。

We are currently selling the latest version of the Pulley Tower, the Ultima. This version is made in Germany and – when in stock – is stored in our warehouse here in Hong Kong. (GYROTONIC® only make one version of the Pulley Tower for Asia, The Ultima. The Cobra or other versions are not available anymore.)

### Extra info

1. The Ultimas are warehoused in Hong Kong - shipping terms are ex warehouse Hong Kong.
2. To order the Gyrotonic Ultima, you are required to have completed the Gyrotonic Teacher Training Course. This rule is relaxed slightly if the Ultima 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>
2. You can learn more about the order process for the equipment here : <http://www.gyrotonic-hongkong.com/index.php?id=11>
3. Set-up (assembly) is to be done by the customer. Assembly instructions are included with the equipment.
4. Prices do not include weight plates – 6x10lbs and 4x5lbs are the recommended weights (rubber coated). You can source these locally from a Fitness Shop/Supplier.

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

## GYROTONIC®滑轮拉力器组合装置/ The Ultima GYROTONIC® Pulley Tower Combination Unit / The Ultima



### 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）。价格不包括重量板——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 do not include, shipping, insurance, customs duty, taxes, internal handling charges (if any).  
Prices do not include weight plates – 6x10lbs and 4x5lbs are the recommended weights (rubber coated).

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 I wish to purchase the below quantity of Ultima: \*

*Check all that apply.*

- ☐ 1 个为7,450美元 1 Unit for US\$7,450
- ☐ 2 个为14,700美元（每个7,350美元） 2 Units for US\$14,700 (US\$7,350 each)
- ☐ 3 个为21,900美元（每个7,300美元） 3 Units for US\$21,900 (US\$7,300 each)
- ☐ 4 个为28,900美元（每个7,225美元） 4 Units for US\$28,900 (US\$7,225 each)
- ☐ 5 个为35,850美元（每个7,170美元） 5 Units for US\$35,850 (US\$7,170 each)
- ☐ 6 个或更多（每个7,170美元） 6 or more (US\$7,170 each)

联系/送货详情 **Contact/Shipping Details:**

4. 全名: Full Name: \*

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5. 手机号码: Mobile Phone Number: \*

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6. 公司电话: Work Phone Number:

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7. 公司名称 Company Name: \*

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8. 推荐人姓名 Referral Name:

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9. 开票名称 Billing Name: \*

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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):

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

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

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

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

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

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### 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. 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. 您的姓名或工作人员姓名（使用该设备的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)) \*

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

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26. 您是 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

27. 训练您/您的员工的主训练人员姓名： Name of the Master Trainer that trained this teacher: \*

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28. 训练结束日期 End date of training: \*

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*Example: January 7, 2019*

29. 训练地点 Location of training: \*

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

*Mark only one oval.*

☐ 是 Yes

☐ 否 No

31. 如果不是，请提供工作室的名称，确切的Ultimas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 Ultimas will be used and also the qualified GYROTONIC trainer's name at that studio:

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### 付款说明 Payment Instructions

为确保订单，每单需支付定金2,500美元。（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([https://drive.google.com/drive/folders/1afGWx\\_ECwnx8ZpRTkLLQkINdhRIkK6BO?usp=sharing](https://drive.google.com/drive/folders/1afGWx_ECwnx8ZpRTkLLQkINdhRIkK6BO?usp=sharing))

Deposit needed to guarantee your order: \$2,500USD per unit. (Until we receive the deposit we reserve the right to offer the Unit(s) to another customer.)

Remittance Instructions ([https://drive.google.com/drive/folders/1afGWx\\_ECwnx8ZpRTkLLQkINdhRIkK6BO?usp=sharing](https://drive.google.com/drive/folders/1afGWx_ECwnx8ZpRTkLLQkINdhRIkK6BO?usp=sharing))



## 运输 Shipping

运费是以额外费用形式支付的，海运时间大约需要一周（不包括香港），如果您需要运输报价，请联系我们的物流合作伙伴，要求他们提供1台GyrotonicUltima设备的运输报价。参考：Gyrotonic HK, Chris。

联系人：PeterChow

联系电话：+85227987965

邮箱：[imp-hkg@cohesionfreight.com.hk](mailto:imp-hkg@cohesionfreight.com.hk)

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 and takes around a week by sea (Excl HK), if you want a shipping quote please contact our logistics partner and ask them for a shipping quote for 1 Unit(s) Gyrotonic Ultima. Ref: Gyrotonic HK, Chris.

Contact Person: Peter Chow

Contact#: +85227987965

Email: [imp-hkg@cohesionfreight.com.hk](mailto:imp-hkg@cohesionfreight.com.hk)

HS Code: 95069110

Shipping: Ex Works Hong Kong (Incoterms 2010)

## 有用信息 Useful Information

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

Ultima信息表(<https://drive.google.com/file/d/0B1Gy-aT4R89iUFBLXy00UVN2cW8/view?usp=sharing>)

Ultima装配：板条箱拆卸：

(<https://gyroenterprise.box.com/s/67tkuysw7nvxdov8caoxtbe9ccgg6ufv>)

机器装配：(<https://gyroenterprise.box.com/s/36n9b3ntf0dapgg026ktzhoyab0seok>)

Ultima用户手册(<https://drive.google.com/file/d/0B1Gy-aT4R89iZTB4d1ZjZ1BwSVk/view?usp=sharing>)

Ultima保修卡(<https://drive.google.com/file/d/0B1Gy-aT4R89iNDZX0hRdVIMOUU/view?usp=sharing>)

带大小和尺寸的装箱单样本：(<https://drive.google.com/open?id=1bMXF4-b00sGhtEpikc1laZw9lmLKXgY0>)

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

Ultima Info Sheet (<https://drive.google.com/file/d/0B1Gy-aT4R89iUFBLXy00UVN2cW8/view?usp=sharing>)

Ultima Assembly: Crate Disassembly: (<https://gyroenterprise.box.com/s/67tkuysw7nvxdov8caoxtbe9ccgg6ufv>)

Machine Assembly: (<https://gyroenterprise.box.com/s/36n9b3ntf0dapgg026ktzhoyab0seok>)

Ultima Owners Manual (<https://drive.google.com/file/d/0B1Gy-aT4R89iZTB4d1ZjZ1BwSVk/view?usp=sharing>)

Ultima Warranty (<https://drive.google.com/file/d/0B1Gy-aT4R89iNDZX0hRdVIMOUU/view?usp=sharing>)

Sample Packing List with Size and Dimensions: (<https://drive.google.com/open?id=1bMXF4-b00sGhtEpikc1laZw9lmLKXgY0>)

## 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".

32. 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](mailto:adwayburne@gyrotonic-hongkong.com)

[www.gyrotonic-hongkong.com](http://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](mailto:adwayburne@gyrotonic-hongkong.com)

[www.gyrotonic-hongkong.com](http://www.gyrotonic-hongkong.com)

Prices and specifications subject to change without notice.

**Ultima由以下公司独家生产: The Ultima is manufactured exclusively by:**

AANDFIT GmbH&co.KG

客户服务热线: +1(570)828-0003

客户服务邮箱: [info@gyrotonic.com](mailto:info@gyrotonic.com)

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

AANDFIT GmbH&co.KG

Customer Service number: +1(570)828-0003

Customer Service Email: [info@gyrotonic.com](mailto:info@gyrotonic.com)

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# 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设计和发展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).若是买方能提供讓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，受权人，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

This PURCHASE AND USE AGREEMENT is made between Gyrotonic Sales Corp (hereinafter referred to as "GSC"), "with offices at 126 Dingmans Court, Dingmans Ferry, PA 18328 USA), and the purchaser named below ("Purchaser"). GSC and the Purchaser are hereinafter referred to as the "Parties."

#### Recitals

WHEREAS, GSC has designed and developed certain exercise equipment utilizing Gyrotonic equipment;

WHEREAS, the Parties wish to enter into this Agreement whereby GSC will sell such equipment to Purchaser pursuant to the terms herein; and

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Parties hereto agree as follows:

1. Purpose. This Agreement regulates the sale and use of the Gyrotonic Exercise Equipment or any part thereof (hereinafter referred to as "Equipment").

2. Scope. The Equipment, the Gyrotonic Certification Curriculum, and any other items (including, but not limited to promotional, instructional and educational materials) purchased from GSC or its representative shall not be utilized or incorporated in any manner by Purchaser to create alternate or derivative exercise equipment and exercise theories.

3 (a). Use. Purchaser will not utilize the Equipment in any commercial, not-for-profit or other charitable manner ("Commercial Use") except as otherwise permitted in accordance with Sections 3(b) and 3(c) below. Furthermore, the Equipment and any other items received at purchase (including but not limited to promotional, instructional and educational materials) shall not, without GSC's written consent, 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 Use, unless the Purchaser and the individual with whom the Purchaser is entering into such commercial relationship have met the preconditions described in Sections 3(b) and 3(c) below. Specifically, both parties must have successfully completed the Gyrotonic Certification Curriculum (including the Gyrotonic Foundation Course).

3 (b). In the event that Purchaser, on or before the execution of this Agreement, 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.

3(c). 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 GSC, then 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.

4. Limitation of Liability for Misuse. Purchaser agrees and acknowledges that GSC shall not be liable for any damages or injuries resulting from unauthorized, inappropriate or negligent use of the Equipment.

5. Medical Disclaimer. Purchaser represents that Purchaser has read the Medical Disclaimer below which Purchaser represents to be true and accurate as to Purchaser.

6. Indemnity. Purchaser agrees to indemnify and hold GSC harmless from any liability, claim, action or suit of any kind or nature, including attorney's fees, resulting from any breach or alleged breach of any representation by Purchaser hereunder, or any injury to Purchaser or others through the use of the Equipment.

7. Trademarks/Intellectual Property. The Purchaser acknowledges GSC's ownership in and to its trademarks and service marks namely, GYROTONIC® & Logo, GYROKINESIS®, GYROTONER®, The Art of Exercising and Beyond® and GYROTONIC EXPANSION SYSTEM® together with the trade dress (the "Trademarks") and any other intellectual property such as copyrights, product design or package design owned by GSC. Purchaser shall not at any time contest the validity of the Trademarks, claim adversely to 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.

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

9. Insurance. Purchaser has procured, prior to purchasing the Gyrotonic Equipment, current and enforceable health and liability insurance coverage policies that will remain in full force and effect throughout Purchaser's use of Gyrotonic Equipment.

10.1 Governing Law. This Agreement shall be deemed to have been made in the People's Republic of China and governed by and construed in accordance with the laws of the People's Republic of China.

10.2 Dispute Resolution/Forum. The Parties will attempt in good faith to negotiate a settlement to any claim or dispute between them arising out of or in connection with this Agreement. If the matter is not resolved by negotiation, the parties irrevocably submit to the exclusive jurisdiction of the local court where Purchaser is residing or registered for the adjudication of the dispute.

10.3 Purchaser acknowledges that a breach of this Agreement may cause irreparable damage to GSC, which may not be adequately measured by monetary relief and Recipient agrees that in case of breach, in addition to other remedies, GSC will be entitled to seek an injunction and all appropriate remedies in law or equity. All remedies will be cumulative, and resort to one remedy will not waive resort to another remedy or the same remedy at a later time.

11. Miscellaneous.

11.1 Authority. Each Party represents, warrants, and agrees that its corporate officers executing the Agreement have been duly authorized and empowered to do so.

11.2 Successors and Assigns. This Agreement shall be binding upon the Parties hereto, their respective assigns, successors, receivers, and legal representatives of any type whatsoever.

11.3 Entire Understanding/Amendment. This Agreement and the agreements exhibited hereto set forth the

entire agreement and understanding between the Parties with respect to the subject matter hereof and may not be orally changed, altered, modified or amended in any respect. To effect any change, modification, alteration or amendment of this Agreement, the same must be in writing, signed by all Parties hereto.

11.4 Severability. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction or other authoritative body, such invalidity or unenforceability will not affect any other provision of this Agreement. Upon such determination that a provision is invalid or unenforceable, the Parties will negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible.

11.5 Third Party Beneficiaries. This Agreement does not create any rights as to third parties other than those enforceable by GSC.

#### Medical Disclaimer

Purchaser is aware that using the Gyrotonic Equipment 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 through-out Purchaser's use of the Gyrotonic Equipment. Purchaser represents that Purchaser is physically fit and knows of no physical restriction, disabilities or ailment which may make Purchaser unsuitable for intensive athletic exercise.

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

33. 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](mailto:chris@gyrotonic-hongkong.com) if you have any questions.

Have a great day!

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