

Bigger Faster Stronger (BFS) Terms and Conditions

Pricing Policy

BFS is committed to providing our customers with the best possible value. Prices are subject to change at any time on our website or in our printed materials, but BFS takes pride in holding our printed prices for as long as possible. BFS is not responsible for typographical and/or photographic errors.

Payment Methods

Visa

MasterCard

Discover

American Express

Pre-paid company check, personal check, cashier's check or money order (Note: Checks or Money orders may take slightly longer to process because all payments must first clear with the bank due to the risk of fraud.)

Electronic funds transfer (Not available for web orders)

Credit cards are charged at the time of the order, and no orders will be built or shipped without an authorized credit card or PO.

No C.O.D. orders please.

Purchase Orders:

- Customer must send a written PO on School/Agency/Company letterhead, even for orders placed on the website. If a written PO is not received within 72 hours for orders placed on our website, the order will be cancelled.
- Schools and other government agencies:
 - Orders are invoiced when shipped and once invoiced the BFS payment terms are Net 30 days.
- Approved businesses:
 - All businesses must be approved in advance on each order before a PO will be accepted.
 - A 50% down payment will be required on all orders before the order will be processed with the balance of 50% due before BFS will ship the order.

Sales Tax

Sales tax is only required for orders shipping into states where BFS is licensed for state tax purposes under applicable laws. Therefore all orders shipping into Utah, North Carolina, or Indiana will be charged applicable sales tax.

Shipping

All orders require a minimum of 24-48 hours processing time before shipping. BFS does not process orders during weekends. BFS does not guarantee same day shipping.

Shipments weighing 299 lbs or less fall in the parameters below:

- FedEx Ground – Delivery within 7 to 10 business days after processing if the item is in stock.
- FedEx 3Day Express Saver - Delivery within 3 to 4 business days after processing if the item is in stock.
- FedEx 2Day - Delivery within 2 business days after processing if the item is in stock.
- FedEx Standard Overnight - Delivery within 1 business day after processing if the item is in stock.

Shipments weighing 300 lbs or more fall in the parameters below:

- Fed Ex Economy (LTL) – Delivery between 10 and 14 business days, after processing if the item is in stock.

Custom manufactured items (colors other than black paint and gray upholstery, custom logos, etc.) are manufactured after you place your order, and usually require six to eight weeks before they can be shipped.

Hawaii, Alaska, or International shipments – Not available for web orders, please call our office at 800-628-9737, these shipments may be subject to additional fees

Items shipped to Utah, North Carolina, or Indiana are subject to sales tax.

Back Orders

Unfortunately, some of the more than 800 products we normally have in our warehouse may be temporarily on back order. We apologize for any inconvenience and will ship any backordered items as soon as possible.

Return Policy

All returns must be authorized by BFS in advance. All returns must take place within 30 days of receipt of goods and are subject to a restocking fee of up to 50%, based on the condition of the item when it arrives at the BFS Corporate Office and it has been evaluated by the BFS staff. Custom manufactured items (colors other than black paint and gray upholstery, custom logos, etc.) may be subject to higher restocking charges. Call BFS at 1-800-628-9737 for a return authorization number and for complete return instructions.

Customer is solely responsible for shipping any returned product to BFS. Customer agrees to use only reputable carriers capable of providing proof of delivery and insurance for the entire value of the shipment. Customer agrees to bear all shipping and insurance charges and all risk of loss for the return product during shipment. Customer agrees that all returned products will be 100% complete as shipped by BFS. If any component of the returned product is missing, BFS's Return Policy will be breached and BFS may in its sole and absolute discretion reject the entire return or choose to impose additional charges against the customer for replacement of the missing component(s).

BFS will not refund to Customer the original shipping charges.

Order Cancellation Policy

Items that are cancelled after 48 hours are subject to a Cancellation Fee of up to 50%. If an item is cancelled that has already shipped, please see our Return Policy. Custom manufactured items (colors other than black paint and gray upholstery, custom logos, etc.) may not be cancelled after manufacturing has begun.

Camps, Clinics, WRSC Certifications, Installation, or Other Service Cancellation or Change Policy

If travel fares or accommodations have been booked by BFS after the event date is confirmed, the customer is responsible for all change or cancellation fees.

Damaged Items

Upon arrival of a shipment from BFS, inspect all merchandise for damage and confirm that all items were received before signing the Shipping Receipt or Bill of Lading. Note any shortages or damage on the Shipping Receipt or Bill of Lading. Call BFS within 24 hours to notify us of any damage or shortages in a shipment.

If the Shipping Receipt or Bill of Lading is signed as complete and no damage is noted, or if BFS is not notified within 24 hours, the customer is responsible for any shortages or damage found at a later date.

Warranty

All BFS and Manufacturer's Warranties are available to the Original Purchaser only

Frames – Lifetime warranty

Linear bearings and cables – 1 year warranty

Upholstery and grips – 120 day warranty

Flange bearings, pulleys, and guide rods – 5 year warranty

Vinyl Platform Center - 3 year warranty

Custom Logos – 120 day warranty

Other BFS Products carry a 1 year warranty against manufacturer's defects

BFS Recommended Maintenance

It is important that all Preventive Maintenance Activities be performed on a regular basis. Performing routine preventive maintenance actions can aid in providing safe, trouble-free operation of all Bigger Faster Stronger equipment.

DAILY

- **Upholstery:** Wipe down with a mild solution of 10% liquid dish soap and 90% water. For difficult stains use a solution of 10% bleach and 90% water.
- **Frames:** Wipe down with a mild solution of car wash soap and water, dry thoroughly. For chrome tubes or areas of heavy use apply a coat of car wax to resist corrosion from sweat.

WEEKLY

- Inspect all bolts for looseness, tighten as required.
- Inspect all cables and belts for wear or damage.
- Inspect all handles and grips for wear or damage, particularly handle connecting points.
- Inspect all snap links for proper latching or wear.
- Inspect all labeling for readability; this includes placards, warning and caution decals.
- Inspect all weight stacks for proper alignment and operation.
- Wipe all guide rods clean, and lubricate with a lightweight motor oil.

YEARLY

- Replace all belts and cables at least once a year.

Before Using any BFS Equipment

There is a risk assumed by individuals who use this type of equipment. To minimize risk, please follow these rules:

- Consult your physician before beginning any exercise program.
- Inspect equipment daily. Tighten all loose connections and replace worn parts immediately. Failure to do so may result in serious injury.
- Do not allow minors or children to play on or around this equipment.
- Exercise with care to avoid injury.
- If unsure of proper use of equipment, call Bigger Faster Stronger at 1-800-628-9737.

Installation Guidelines

Completed during an installation:

- Unload equipment from truck
- Inside delivery of equipment
- Assemble equipment ordered (Flooring not included)
- Place equipment with safe buffer zones
- Teach facilitator proper use of equipment
- Teach facilitator proper care of equipment

Equipment and Tools supplied by customer:

- Forklift (Dependent on facility)
- Pallet Jack
- Dolly
- Extension Cord (2)
- Dumpster
- Dumpster Cart

Customer is responsible for:

- Drilling any holes into your building, floors or walls to secure equipment
- Installation of flooring
- Disposal of all equipment containers or wrapping/packaging to waste disposal location
- Removal of any old equipment

Information Needed from Customer:

- Location of weight room (ground floor, 2nd story, ECT...)
- Size of entry doors to the facility
- Does customer have a loading dock?
- Requested equipment layout
- Timeline for installation (Minimum 20 day lead time)*
- Contact person at location of installation (cell phone & email)

* Less than 30 day advance on change of installation date will result in a \$1000.00 rescheduling fee.

Privacy Policy

- Cookies and JavaScript
Your browser must be set to accept cookies from our site in order to place an order. If you choose to reject the cookie, you can still browse our store but will be unable to use the shopping cart to buy merchandise. The Bigger Faster Stronger shopping cart cannot function without cookies enabled so that the necessary information to process your order is retained. If you disable cookies, Bigger Faster Stronger will be unable to accept your online order. We will not share any personally identifiable information provided by this cookie with any third party. Your browser

must also be set to allow JavaScript to run on our site in order to correctly browse and see our products, and place orders. If you do not have JavaScript enabled in your browser, you will not be able to see the correct prices, images, options, etc. of our products, and will not be able to place an order.

- **Information Collection and Use**
Bigger Faster Stronger is the sole owner of all information collected on this site. We will not sell, share, or rent this information to any outside parties, except as outlined in this policy. We collect needed information from our customers to process orders and better serve you and supply needed information, such as order confirmations and order status updates. Information collected includes your name, shipping address, billing address, telephone numbers, e-mail address, and payment information such as your credit card number. We also require you to submit a username and password of your choice for your future access to your account information. To safeguard that your user name and password remain confidential, DO NOT share this information with anyone.
- **eStore Account**
In order to process your orders placed on this website, you must first create an account in our eStore. While creating this account you will be required to provide your contact information, including your name, e-mail address, telephone number, and street address.
- **Order processing**
Most of the information collected in the registration process will be used to process your order. During the ordering process you will have to provide financial information such as your credit card number and expiration date. This information is used for billing purposes and to fulfill your order. If we have trouble processing an order, we will use your contact information to get in touch with you. To properly process your credit card information, we must share your personal and financial information with our merchant bank for authorization and approval. This process is protected by an enhanced security system. See the Security section below for more details on security measures and procedures. We do not share your personal and financial information with any third parties, except those specified in the Sharing section of this policy.
- **Log Files**
Standard website Log files are kept on our servers. We use this data to configure our servers, help find problems in connections, identify abuse from specific IP addresses, and track statistics on our website, and other technical or configuration processes on our website. We do not share this information with anyone, and no link is made between IP addresses and any individual's personal information.
- **Sharing information with third parties**
We may employ third party companies to perform functions on our behalf. These functions may include order fulfillment, package delivery, marketing assistance, postal and e-mail delivery, customer service, data analysis,

and credit card processing. The third parties we contract for these purposes have limited access to your personal information and may not use it for other purposes. These third parties may include, but are not limited to:

FedEx Corporation

UPS Corporation

US Postal Service

Skipjack Financial Services

- We reserve the right to disclose your personally identifiable information as required by law and when we believe that disclosure is necessary to protect our rights and/or comply with a judicial proceeding, court order, or legal process served on our Web site.
- Children
Bigger Faster Stronger does not sell products for purchase by children. Youth-oriented products are sold for purchase by adults only. If you are under the age of 18, you may only use our website in the presence of a consenting parent or guardian. We will not knowingly or intentionally collect personal information via the Internet from children under the age of 13. Bigger Faster Stronger is committed to protecting the welfare and privacy of children.
- Links
This website contains links to other sites. Please be aware that Bigger Faster Stronger is not responsible for the privacy practices of such other sites. We encourage our users to be aware when they leave our site and to read the privacy statements of each and every website that collects personally identifiable information. This privacy statement applies only to information collected by this website.
- Security
Bigger Faster Stronger takes precautions to protect its customers' information. When you submit sensitive information via the website, your information is protected both online and offline. During the entire process of creating or updating your account and personal information, including your credit card information, all information passed between you and our website is encrypted and is protected with using SSL, which we feel is the best protection currently available. Bigger Faster Stronger uses the most advanced form of SSL software available: 256-bit encryption by Thawte, Inc.. To learn more about SSL, follow this link: <http://www.thawte.com> . All Bigger Faster Stronger servers, including web servers and database servers, are housed and maintained in secure locations. Access to the database is strictly monitored and protected from outside access. Internet access is restricted and protected by multiple firewalls and password protection. The servers on which we store personally identifiable information are kept in a secured environment, inside a secured and locked room. Only personnel with proper security clearance have access to these restricted areas. If you have any questions or concerns about

Bigger Faster Stronger 's security practices, you can send us an email at info@bfsmail.com .

- Removing your information from our database
If you wish to have your financial information removed at the time of your order, please contact us at info@bfsmail.com or call toll free 1-800-628-9737 to request that your information be deleted from our database. If you do this, in any future orders on our website, you will be required to re-enter your information.
- Emails and the Bigger Faster Stronger Quote of the day
Periodic informational, promotional, and inspirational emails are sent only to customers who grant us permission to send them such information. To honor the privacy of our users, we offer the option to not receive these types of communications. At the time of your order, you may opt to not receive our emails or the Bigger Faster Stronger Quote of the day by clicking the appropriate field. Furthermore, all e-mails include an opt-out link if you no longer wish to receive them. At any time, you may remove your email address and not receive any future emails by visiting this page: <http://www.biggerfasterstronger.com/home/ContactUs.asp>
- Last Update
The Privacy Policy contained herein became officially effective July 1st, 2011.