

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2016 – 062

By: Mayor Perciak and Mr. Short

AN ORDINANCE REQUESTING PARTICIPATION IN OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES CONTRACTS FOR THE PURCHASE AND INSTALLATION OF VARIOUS FITNESS EQUIPMENT FOR USE BY THE RECREATION DEPARTMENT OF THE CITY; AUTHORIZING THE MAYOR AND THE DIRECTOR OF FINANCE TO DO ALL THINGS NECESSARY TO ENTER INTO AN AGREEMENT IN CONNECTION THEREWITH; AND DECLARING AN EMERGENCY. [Cybex]

WHEREAS, Ohio Revised Code Section 5513.01(B) provides the opportunity for counties, townships and municipal corporations to participate in contracts of the Ohio Department of Administrative Services for the purchase of machinery, equipment, materials, supplies or other articles; and

WHEREAS, based upon recommendation of the City's Director of Recreation & Senior Services, this Council wishes to take advantage of that opportunity in connection with the purchase and installation of five (5) Total Body Arc Trainers, a T-Bar rowing machine, and two (2) Bent Leg Abdominal Boards (Schedule No. 800260, Index No. STS-650) for use by the Recreation Department at the Walter F. Ehrnfelt Recreation and Senior Center.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF STRONGSVILLE, COUNTY OF CUYAHOGA AND STATE OF OHIO:

Section 1. That the Mayor be and is hereby authorized and directed to request authority in the name of the City of Strongsville to participate in the Ohio Department of Administrative Services contract, which the Department has entered into pursuant to Revised Code Section 5513.01(B) with **CYBEX INTERNATIONAL, INC.**, for the purchase and installation of five (5) Total Body Arc Trainers, a T-Bar rowing machine, and two (2) Bent Leg Abdominal Boards, for use by the Recreation Department of the City in the amount of \$44,878.97, as set forth on the proposal attached hereto as Exhibit "A," and incorporated herein by reference.

Section 2. That the City of Strongsville hereby agrees to be bound by the terms and conditions prescribed by the Director of Administrative Services for such purchase and to directly pay the vendor, under each such contract of the Ohio Department of Administrative Services in which the City participates for items it receives pursuant to the contract.

Section 3. That the Mayor and Director of Finance be and are hereby authorized to enter into and execute such agreements and documents as may be

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necessary to participate in the Ohio Department of Administrative Services Cooperative Purchasing Program.

Section 4. That the funds for the purposes of this Ordinance have been appropriated and shall be paid from the Recreation Capital Improvement Fund.

Section 5. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council; and that all deliberations of this Council, and any of its committees, that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 6. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare, and for the further reason that it is immediately necessary to participate in the purchase of such fitness equipment, in order to update and improve the operation of the Walter F. Ehrnfelt Recreation and Senior Center of the City for the benefit and safety of its residents and visitors to the Center, to maintain continuity of operations, and conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council it shall take effect and be in force immediately upon its passage and approval by the Mayor, otherwise from and after the earliest period allowed by law.

[Signature]
President of Council

Approved: [Signature]
Mayor

Date Passed: March 21, 2016

Date Approved: March 22, 2016

	<u>Yea</u>	<u>Nay</u>
Carbone	<u>✓</u>	<u>_____</u>
Daymut	<u>✓</u>	<u>_____</u>
DeMio	<u>✓</u>	<u>_____</u>
Dooner	<u>✓</u>	<u>_____</u>
Schonhut	<u>_____</u>	<u>✓</u>
Short	<u>✓</u>	<u>_____</u>
Southworth	<u>✓</u>	<u>_____</u>

Attest: [Signature]
Assistant Clerk of Council

ORD. No. 2016-062 Amended: _____
 1st Rdg. 03/21/16 Ref: _____
 2nd Rdg. suspended Ref: _____
 3rd Rdg. suspended Ref: _____

 Pub Hrg. _____ Ref: _____
 Adopted: 03/21/16 Defeated: _____



<p>For questions, contact your Cybex representative: Dale Fogg 2313 McAleer Road Sewickley, PA 15143 Tel: (724) 759-1002 Fax: (412) 202-5073 Email: dfogg@cybexintl.com</p>	<p>Send purchase orders/deposits to: Cybex Sales Operations Stacey Sheppard 10 Trotter Drive Medway, MA 02053 Tel: (774) 324-8103 Fax: 800-878-8306 Email: ssheppard@cybexintl.com</p>
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<p>Ship To Address: Strongsville Recreation Center 18100 Royalton Road Strongsville, OH 44136 United States Tel: 4405803260</p>	<p>Sold To Address: Strongsville Recreation Center 18100 Royalton Road Strongsville, OH 44136 United States Tel: 4405803260</p>	<p>Bill To Address: Strongsville Recreation Center United States Tel: 4405803260</p>
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Qty	Product Number	Product Description	List Price	GSA Price	Total Price
Cardio-Arc-770					
5	772AT GO	770AT Total Body Arc Trainer Cybex GO	\$11,645.00	\$6,987.00	\$34,935.00
AccuCode					
1	ACC-BSS-1	Basic Site Survey "The Basic Site Survey is an on-site visit to review the facility and help ensure a successful installation. This survey is required for wireless installations."	\$800.00	\$400.00	\$400.00
1	ACC-NPGW-1	Netpulse Media Gateway The gateway provides media caching and streaming services for local client devices.	\$1,950.00	\$975.00	\$975.00
1	ACC-GWN-1	Gateway Install On-site installation of a gateway and the associated switch by a qualified technician.	\$450.00	\$225.00	\$225.00
1	ACC-MR24AP-1	Meraki MR24 Access Point The Meraki MR24 wireless access point for high-bandwidth solutions.	\$2,900.00	\$1,450.00	\$1,450.00
1	ACC-APNF-1	Access Point Install - First AP "On-site installation of a single access point (first one) by a qualified technician. Installation includes a ceiling mount and a terminated cable run (up to 250 feet) to the network closet."	\$1,000.00	\$500.00	\$500.00
1	ACC-LIFT-1	On-Site Lift Charge On-site lift charge for installations with ceilings greater than 10 feet tall.	\$900.00	\$450.00	\$450.00
1	ACC-SW8P-1	8-Port POE Switch 8-port gigabit switch with Power over Ethernet (PoE). Intended for wireless installations. Supports up to 3 wireless access points.	\$700.00	\$350.00	\$350.00
Plate Loaded					
1	16280	T-Bar Row	\$1,475.00	\$995.00	\$995.00
Free Weight					



Quote #: CY00103294
 Expires on: 04/20/2016



Date Created: 03/15/2016

Qty	Product Number	Product Description	List Price	GSA Price	Total Price
2	16171	Bent Leg Abdominal Board	\$1,695.00	\$1,069.00	\$2,138.00

List Price Total:	\$71,790.00
Package Discount:	(\$29,372.00)
Product Total:	\$42,418.00
Delivery:	\$2,460.97
Tax:	\$0.00
Total Amount:	\$44,878.97

Delivery Method:	Inside Delivery No Installation
National Account:	GSA GS-07F-9211G
Notes:	<p>All prices quoted are in US dollars</p> <p>Financing Options are available through Life Fitness Leasing. For more information, please contact Michelle Caruso at 847-288-3620 or michelle.caruso@lifefitness.com</p> <p>As of April 1, 2012 all Cybex cardiovascular training equipment sold to GSA accounts will be supported by a three years parts and labor warranty from the date of installation. This warranty supersedes all other warranties that may be published.</p>



Cybox Order Instructions: the information below is required to process your order

Equipment Options - Cardio

Standard Frame Color Premium Frame Color Exclusive Frame Color Exclusive Plus Frame Color Custom Frame Color

- | | | | | |
|---|---|---|--|--|
| <input type="checkbox"/> Cumulus White
<i>(White Texture)</i> | <input type="checkbox"/> Quartz White
<i>\$100 per piece upgrade</i> | <input type="checkbox"/> Pamplona Red
<i>\$200 per piece upgrade</i> | <input type="checkbox"/> Monte Carlo Red
<i>\$500 per piece upgrade</i> | <input type="checkbox"/> <div style="border: 1px solid black; width: 150px; height: 50px; display: inline-block;"></div>
<i>\$100 per piece upgrade</i> |
| <input type="checkbox"/> Platinum Sparkle | <input type="checkbox"/> Cayenne Red | <input type="checkbox"/> Graphite Black | | |
| <input type="checkbox"/> Black Chrome | <input type="checkbox"/> Mojave Brown | <input type="checkbox"/> Silicon Silver | | |
| <input type="checkbox"/> Nightstorm Black
<i>(Black Texture)</i> | | <input type="checkbox"/> Denali Brown | | |
| <input type="checkbox"/> Arctic White
<i>(White Gloss)</i> | | | | |
| <input type="checkbox"/> Eclipse Black
<i>(Black Gloss)</i> | | | | |
| <input type="checkbox"/> Metallone Gold | | | | |

Cardio Electrical Requirements

- 115V 60Hz
 220V 60Hz
 220V 50Hz international

Equipment Options - Strength

Standard Frame Color Premium Frame Color Exclusive Frame Color Exclusive Plus Frame Color Custom Frame Color

- | | | | | |
|---|---|---|--|--|
| <input type="checkbox"/> Cumulus White
<i>(White Texture)</i> | <input type="checkbox"/> Quartz White
<i>\$100 per piece upgrade</i> | <input type="checkbox"/> Pamplona Red
<i>\$200 per piece upgrade</i> | <input type="checkbox"/> Monte Carlo Red
<i>\$500 per piece upgrade</i> | <input type="checkbox"/> <div style="border: 1px solid black; width: 150px; height: 50px; display: inline-block;"></div>
<i>\$100 per piece upgrade</i> |
| <input type="checkbox"/> Platinum Sparkle | <input type="checkbox"/> Cayenne Red | <input type="checkbox"/> Graphite Black | | |
| <input type="checkbox"/> Black Chrome | <input type="checkbox"/> Mojave Brown | <input type="checkbox"/> Silicon Silver | | |
| <input type="checkbox"/> Nightstorm Black
<i>(Black Texture)</i> | | <input type="checkbox"/> Denali Brown | | |
| <input type="checkbox"/> Arctic White
<i>(White Gloss)</i> | | | | |
| <input type="checkbox"/> Eclipse Black
<i>(Black Gloss)</i> | | | | |
| <input type="checkbox"/> Metallone Gold | | | | |

Upholstery Colors

Premium Upholstery Exclusive Upholstery Two Tone Exclusive Plus Custom Upholstery Color

- | | | | | |
|---|---|--|---|---|
| <input type="checkbox"/> Lava Rock <i>(Black)</i> | <input type="checkbox"/> Himalayan
<i>\$75 per piece upgrade</i> | <input type="checkbox"/> Caspian
<i>\$100 per piece upgrade</i> | <input type="checkbox"/> Caspian/Grand Prix
<i>\$150 per piece</i> | <input type="checkbox"/> <div style="border: 1px solid black; width: 150px; height: 50px; display: inline-block;"></div>
<i>\$75 per piece upgrade</i> |
| <input type="checkbox"/> American Beauty Red | <input type="checkbox"/> Lost Coast | <input type="checkbox"/> River Stone | <input type="checkbox"/> Caspian/Mayan | |
| <input type="checkbox"/> Burgundy | <input type="checkbox"/> Pacifica | <input type="checkbox"/> Bondi Beach | <input type="checkbox"/> Lost Coast/River Stone | |
| <input type="checkbox"/> Charcoal | <input type="checkbox"/> Serengeti | <input type="checkbox"/> Kona | <input type="checkbox"/> Kona/Gaicho | |
| <input type="checkbox"/> Crocus | <input type="checkbox"/> Mayan | <input type="checkbox"/> Sequoia | <input type="checkbox"/> Bellano/Bondi Beach | |
| <input type="checkbox"/> Dove Grey | <input type="checkbox"/> Gaicho | | <input type="checkbox"/> Kona/Bondi Beach | |
| <input type="checkbox"/> Grotto | <input type="checkbox"/> Andes | | | |
| <input type="checkbox"/> Hunter Green | <input type="checkbox"/> Bellano | | | |
| <input type="checkbox"/> Navy | | | | |
| <input type="checkbox"/> Royal Blue | | | | |
| <input type="checkbox"/> Siera Azure | | | | |
| <input type="checkbox"/> Siera Cranberry | | | | |
| <input type="checkbox"/> Siera Wheat | | | | |
| <input type="checkbox"/> Siera Suede | | | | |



Cybox Order Instructions: the information below is required to process your order

Delivery Details

Delivery Contact Name: _____ Telephone: _____

Requested Delivery Date: _____ (mm/dd/yyyy)

If this is for a grand opening, please specify opening date: _____ (mm/dd/yyyy)

Delivery Floor: _____

If your delivery is not on the ground floor please complete the following:

Number of Stairs: _____ Elevator: Y N Freight elevator: Y N Elevator Dimensions: _____ x _____ x _____ (L x W x H)

Will our delivery team be required to carry equipment upstairs? Y N

Doorway width: _____ (if multiple doorways, please specify the smallest doorway)

Delivery and installation charge detail: Strength / Arc Trainer Delivery: \$2,460.97

Strength / Arc Trainer Installation: _____

Treadmill / Cycle Delivery: _____

Treadmill / Cycle Installation: _____

Payment Options

Payment with Order: Payment by check at the time your order is placed qualifies for an additional 2% cash discount of \$848.36 Deduct this amount from your order total.

Credit Terms/Net 30: To apply for terms, please contact Cybex for a credit application.

Purchase Order: Purchase orders may require Cybex credit approval. Please forward your PO with a signed copy of this quote.

Lease: A copy of your lease must accompany this order. Financing Options are available through Life Fitness Leasing. For more information, please contact Michelle Caruso at 847-288-3620 or michelle.caruso@lifefitness.com.

50/50 Payment in Advance: A 50% deposit will reserve a manufacturing date for your order. The remaining 50% is due 10 days prior to shipment. 50/50 Terms are not available during short lead times or for Cardio only equipment orders. Please check with your Territory Manager for details.

Thank you for your order

All delivery times given prior to Cybex receiving a final order are subject to change and are estimates provided for information only. Cybex will not confirm any delivery dates until a final order has been received by Cybex.

By signing and dating this proposal, I agree to all the terms and conditions as stated in the Cybex terms and conditions of sale. I hereby confirm that this is an order and I am authorized to place orders on this account.

Name of Authorized Company Official

Date (mm/dd/yyyy)

Authorized Signature

\$44,878.97
Total Amount



AUTHORIZED FEDERAL SUPPLY SCHEDULE PRICE LIST (catalog)
Sports, Promotional, Outdoor, Recreational, Trophies and Signs (SPORTS)
FSC Group 78, Part 1, Section A, Athletic and Recreation Equipment Indoor and Outdoor

FSC Class: 7830
Cage Code: 66504
CEC Number: 04326098D
Contract Number: GS-07F-9211G
Contractor: Cybex International, Inc.
10 Trotter Dr,
Medway, MA 02053
Telephone: 1-888-GO CYBEX (888-462-9239) or 1-508-533-4300
Fax: 1-508-533-5500
Contact: Paul Trammell, 1-774-324-8120
Contract Period: 01/01/2012 through 12/31/2017
Business Type and Size: Large Manufacturer SIC Code 3949
DUNS Number: 002036606
Federal ID Number: 11-1731581
Awarded Special Item Number (SIN): 192-08 Exercise, Fitness and Strength Training Equipment and Supplies
Maximum Order Limitation: None
Geographic Coverage: Worldwide
Point of Production: Medway, MA 02053 (Norfolk County)
Owatonna, MN 55060 (Steele County)
Discount: Government prices net per the attached schedule, discount previously deducted.
Quantity Discounts: None
Prompt Payment Terms: Net 30 Days
Government Credit Cards: Accepted
Discount for Payment by GCCC: None
Foreign Items: None
Time of Delivery: 50 days after receipt of order
F.O.B. Point(s): Origin: Medway, MA 02053 (Cardiovascular Products)
Origin: Owatonna, MN 55060 (Strength Products, ARC Crosstrainers)
Ordering Address: Same as contractor
Payment Address: P.O. Box 8500-1401
Philadelphia, PA 19178-1401
Electronic Payment Address: Wachovia Bank
600 Cuthbert Blvd.
Haddon Township, NJ 08108
Account Number: 200 001 298 8930
A.B.A. Number: 031-201-467
Account named under Cybex International
Warranty Provisions: Standard Commercial Warranty
Export Packing Charges: Contact Cybex for information
Terms and Conditions of Installation: Available on an Open Market Basis. Contact Cybex for information.



CYBEX INTERNATIONAL, INC. STANDARD TERMS AND CONDITIONS

1. **SELLER'S TERMS TO GOVERN:** This document, whether designated as a quote, offer, or sales acknowledgment, is an offer to sell made by Cybex International, Inc. ("Cybex" or "Seller"). Acceptance is expressly limited to the terms of Cybex's contract, and in the event that Buyer's acceptance or other response hereto states terms additional to or different from those set forth herein, this document shall be deemed a notice of objection to such additional or different terms and rejection thereof.
2. **PRICES:** Prices shown on quote are Seller's prices in effect on that date and are shown in U.S. dollars. Quotes shall expire in thirty (30) days unless otherwise noted thereon. Verbal price representations cannot supersede a written price quote. Seller reserves the right to correct any clerical or mathematical errors prior to Buyer acceptance. Shipments will be billed at prices stated on accepted orders unless delays have been initiated or requested by Buyer which shall entitle Seller to any and all additional costs and expenses resulting from the delay.
3. **TAXES AND DUTIES:** The price does not include any federal, state or local taxes, assessments or duties. Therefore, in addition to the price stated herein, any applicable sales, use or other taxes and government charges imposed by any governmental body upon the transaction shall be an additional charge and shall be the responsibility of the Buyer, unless the Buyer is exempt from such taxes and the Seller receives the Buyer's Certificate of Exemption prior to shipment.
4. **TERMS OF PAYMENT:** Unless the Seller's credit department has given the Buyer its prior written approval, the terms of payment are as they appear at the top of the quote or sales order documents. Seller reserves the right to require full or partial payment in advance of any shipment, or other payment arrangements whenever, in its judgment, the financial condition of Buyer does not justify shipment of the goods on the terms specified. If payment on the goods to Seller is in arrears, Seller shall have the right and option to withhold warranty rights, as outlined in the Cybex written Limited Warranty pertaining to each product or service sold or provided hereunder (the "Limited Warranty"), or to withhold service and parts. Buyer agrees to pay all costs of collections, specifically including but not limited to reasonable attorney's fees and all court costs.
5. **SHIPMENT:** All products are shipped F.O.B. or Ex-Works from origin, unless otherwise specified. The title of the equipment passes to Buyer upon receipt of full payment. Buyer is responsible for any loss or damage to shipments after leaving the point of manufacture. Buyer is responsible for recording any shortages, damages or losses on the Delivery Receipt at the time of delivery. A copy of Buyer's Delivery Receipt must be forwarded to the Cybex Customer Service Department, at the address identified in paragraph 10 hereof, when damage or losses are claimed. All concealed damage, or damage not apparent until the equipment is unpacked and examined, must be reported to the Cybex Customer Service Department at the address or telephone number identified in paragraph 10 hereof within 48 hours of delivery. All concealed damage claims must be made within fifteen (15) days from the delivery date. Buyer is responsible for notifying the Carrier to perform an inspection of the damages before the close of business on the fifteenth day after delivery. All packaging materials must be kept available by Buyer for the inspection. Failure to report a concealed damage claim as outlined above will affect Buyer's ability to fully recover damages from the Carrier and will result in Buyer assuming any costs incurred for replacing or repairing the damage.
6. **BIDS AND PERFORMANCE BONDS:** Any or all administrative and handling charges that may occur over and above the prices quoted will be assumed by Buyer.
7. **INSTALLATION:** Seller is responsible for installation of the equipment, except as otherwise provided herein or requested by Buyer. Installation includes unpacking, assembly, cleaning, lubricating and complete operational check of equipment. It does not include the anchoring or fastening to floor or adjacent structures. Buyer is responsible for all anchoring. It does not include the relocation or removal of existing equipment. It does not include removal of the packing material off-site. Unless otherwise specifically provided in writing, Buyer has full responsibility for assuring the Carrier places the equipment in its final use location. Shipping and handling charges cover trucking and placement of equipment in any predetermined location in your facility or home. Buyer will assume all costs and expenses incurred as a result of deliveries requiring the equipment to be carried more than 100 feet from the closest point accessible by a commercial tractor trailer or those deliveries requiring the use of a hoist, other special equipment, services or additional manpower. Buyer will assume all costs and expenses associated with transportation, storage, manpower, and waiting time for the equipment that is delivered to the requested location when delivery cannot be accepted for any reason.
8. **DELIVERY:** Any delivery date stated under this contract is the Seller's best estimate and is based upon prompt receipt of all necessary information and payment from Buyer. Seller makes no guarantee of delivery by such date and shall have no liability or other obligation for failure to deliver on such date, regardless of cause, unless expressly stated otherwise. Seller shall have no liability or other obligation hereunder if its performance is delayed or prevented to any extent by any event such as, but not limited to, any act of God, strike or work stoppage, fire, flood, accident, allocation or other controls of the Government authorities, shortage of transportation, fuel, material and labor, or any other cause beyond the Seller's reasonable control.
9. **CANCELLATION or ALTERATION:** No order may be canceled or altered after the mailing of the sales acknowledgment unless agreed to by Seller. Cancellation or alteration of orders, if agreed to by Seller, will obligate Buyer to pay to Seller a handling charge of 25% of the sales order amount plus any and all expenses incurred and damages sustained by Seller to return the product to the point of manufacture. Custom orders obligate Buyer to pay Seller 100% of the sales order amount plus any and all expenses sustained by Seller to return the product to the point of manufacture. Seller will make every reasonable effort to ship by the estimated date, but failure to do so shall not be cause for cancellation.
10. **RETURNED GOODS:** When agreed to by Seller, Buyer may return products with a Return Authorization Number, obtainable by writing to Cybex International, Inc., Attn: Customer Service Department, 10 Trotter Drive, Medway, MA 02053 or by calling the Customer Service Department at 1-888-GO-CYBEX. Buyer's failure to obtain this Return Authorization Number will prevent Seller from being liable when the product is not accepted by Seller's receiving dock. Buyer must ship all returned products freight prepaid.
11. **PRODUCT AND QUOTATION CHANGES:** Seller reserves the right to change or revise specifications and product design in connection with any feature of Seller's products. Such changes do not entitle Buyer to corresponding changes, improvements, additions, or replacements for product previously sold or shipped. In addition, Seller reserves the right to change any products and/or prices quoted to a customer if the customer has not confirmed the quotation by placing an order with Seller and/or Seller believes that market conditions have changed since the quotation was made.
12. **INDEMNIFICATION:** Buyers agree to and do hereby indemnify and hold harmless Seller against all costs and expenses, including attorney's fees, damages, liabilities and judgments for personal injuries, including death, resulting from the use or misuse of Seller's products, the Buyer's failure to provide adequate instructions to individuals using the products, failure to provide required product maintenance, and/or failure to anchor product as provided in Seller's Owner's Manual, however caused or alleged to have been caused directly or indirectly by Buyer, its agents, officers, directors and employees.
13. **AMENDMENT, MODIFICATION or SUBSTITUTION:** This document, together with the Limited Warranty, shall contain the entire agreement between the parties. Any modifications thereof must be in writing and signed by Seller. No prior dealings of the parties or trade custom not embodied herein shall alter the interpretation or enforcement of this contract.
14. **DISCLAIMER OF WARRANTIES AND LIMITATION OF REMEDIES:** SELLER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH REGARD TO GOODS OR SERVICES PROVIDED BY SELLER OTHER THAN THOSE SET FORTH IN THE APPLICABLE LIMITED WARRANTY. BUYER SHOULD CONSULT THE LIMITED WARRANTY FOR THE TERMS, CONDITIONS AND LIMITATIONS OF THE EXPRESS WARRANTY PROVIDED HEREUNDER. BUYER ACKNOWLEDGES AND AGREES THAT BUYER HAS RECEIVED A COPY OF THE LIMITED WARRANTY APPLICABLE TO THE PRODUCT OR PRODUCTS PURCHASED HEREUNDER. ADDITIONAL COPIES OF THE LIMITED WARRANTY MAY BE OBTAINED BY CALLING CYBEX CUSTOMER SERVICE TOLL FREE AT 1-888-GO-CYBEX. NO PERSON HAS AUTHORITY TO MAKE ANY STATEMENTS ABOUT THE PRODUCTS SOLD HEREUNDER AND SUCH STATEMENTS DO NOT CONSTITUTE WARRANTIES, SHALL NOT BE RELIED UPON BY THE BUYER, AND ARE NOT PART OF THESE STANDARD TERMS AND CONDITIONS, INCLUDING THE LIMITED WARRANTY INCORPORATED HEREIN. ALL WARRANTIES OTHER THAN THE WARRANTIES EXPRESSLY PROVIDED HEREIN AND IN THE LIMITED WARRANTY ARE SPECIFICALLY EXCLUDED. IN THE CASE OF NON-CONSUMER BUYERS, ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED. IN THE CASE OF CONSUMER BUYERS, THE DURATION OF ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS LIMITED TO THE DURATION OF THE EXPRESS WARRANTIES PROVIDED HEREIN AND IN THE APPLICABLE LIMITED WARRANTY. SELLER WILL NOT BE LIABLE FOR ANY DIRECT OR INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES, LOSSES, OR EXPENSES, INCLUDING, BUT NOT LIMITED TO COMMERCIAL LOSSES, BUSINESS INTERRUPTION, OR DAMAGE TO PROPERTY OTHER THAN THE PRODUCT OR PRODUCTS SOLD HEREUNDER. Notice to Consumer Buyers: Some States do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. Some States do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary from State to State.
15. **ALTERNATIVE DISPUTE RESOLUTION FOR NON-CONSUMER BUYERS ONLY:** SELLER RESERVES THE RIGHT TO MANDATE ALTERNATIVE DISPUTE RESOLUTION TO SETTLE ANY OR ALL CLAIMS RESULTING FROM THIS SALES TRANSACTION. ALTERNATIVE DISPUTE RESOLUTION PROCEEDINGS WILL BE CONDUCTED IN THE STATE OF MASSACHUSETTS ACCORDING TO THE COMMERCIAL RULES OF THE AMERICAN ARBITRATION ASSOCIATION. It is understood between the parties that damage to the product, ineffectiveness of the product, or other unintended consequences may result because of many factors including the manner of use or application of the product, all of which are beyond the control of the Seller. All such risks shall be assumed by the Buyer.