

GYROTONIC[®] Melbourne Equipment Sales & Distribution Pty Ltd Order Form

Qty	Item	Price ex warehouse Melbourne	Total
	GYROTONIC[®] Pulley Tower Combination Unit / The <i>Cobra</i>[™] Elite local delivery cost not included	AUD\$7,900 incl GST	

Your Billing Address

Name (Hereafter referred to as Purchaser)

Company (if applicable)

Address

City State Postal Code

Country

Daytime Phone Number

Mobile Phone Number

Your Shipping Address (if different from above) NO P.O. BOXES PLEASE

Name

Company

Address

City State Postal Code

Country

Shipping and Handling

Victoria delivery will be quoted on an individual basis upon receipt of order and full payment.

Contact details for local delivery: Ken.Watson@wcbm.com.au
Phone: +61 3 8336 7111

For delivery to all other States and Territories outside Victoria, please contact **Adam Hanson** at **Aussiewide Economy Transport Pty Ltd** on **08 8341 8860** or email adam@aussiewide.com.au, for a delivery quote.

Payment

Full payment due upon placement of order. Wire transfer and Personal/Business cheques accepted. All cheques should be made payable to:

TOTAL

Gyrotonic[®] Melbourne Equipment Sales & Distribution Pty Ltd

Please send cheques to address listed below.

or wire payment to:

Gyrotonic Melbourne Equipment Sales and Distribution Pty Ltd
ANZ Middle Brighton Branch
54 Church Street, Brighton, VIC 3186
Swiftcode: ANZBAU3M BSB: 013 355 Acct No: 2007 55125

IMPORTANT

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

I participated in, or will participate in, the Gyrotonic Foundation Course with:

_____ on these dates _____

Name of Master Trainer

About your GYROTONIC[®] Equipment Order

- Your Gyrotonic Equipment is produced by Stamina Products, Inc., under the supervision of Juliu Horvath.
- Place your Gyrotonic order by using this Order Form.
- To confirm and formalise your order, sign and date four copies of this order form, which includes the Purchase & Use Agreement and the Certificate of Currency, and mail to Gyrotonic[®] Melbourne Equipment Sales & Distribution Pty Ltd.
- When your machine is ready to ship 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".

For further information or if you have any questions, call or email Gyrotonic[®] Melbourne Equipment Sales & Distribution Pty Ltd on +61 3 9533 8400, or info@energykinetics.com.au

I have read and agree with the terms and conditions set forth in this sales agreement as well as the Purchase and Use Agreement on the back of this form.

Signed _____ Date _____
Customer Signature

Please Print your name _____

Party issuing cheque (if different from above) must sign below.

Signed _____ Date _____
Party signing cheque

Please print your name _____

Signed _____ Date _____
Gyrotonic Sales Corp

Send order form and payment to:

GYROTONIC[®] Melbourne Equipment Sales & Distribution Pty Ltd
c/- Energy Kinetics[®], Studio A, 2 Percy St, Prahran VIC 3181
Phone: +61 3 9533 8400
E-mail: info@energykinetics.com.au
www.energykinetics.com.au

*Prices and specifications subject to change without notice.

The Gyrotonic Cobra[™] is manufactured by



Customer Service- +1 417 889 7011

GYROTONIC & GYROTONIC and logo are registered trademarks of Gyrotonic Sales Corp.
STAMINA is a registered trademark of Stamina Products, Inc.

GYROTONIC[®] Melbourne Equipment Sales & Distribution Pty Ltd is an authorized independent distributor of Gyrotonic Sales Corp.



GYROTONIC® Equipment Purchase and Use Agreement

This Purchase and Use Agreement is between Gyrotonic Sales Corp (hereinafter referred to as "GSC," with offices at 134 Dingmans Court, Dingmans Ferry, PA 18328), 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: and
WHEREAS, the Parties wish to enter into this Agreement whereby GSC will sell such equipment to Purchaser pursuant to the terms herein. It is therefore agreed:

1. This Agreement regulates the sale and use of the Gyrotonic Exercise Equipment or any part thereof (hereinafter referred to as "Equipment").
2. 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) 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, 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 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).
(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.
(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.
(d) Purchaser shall not permit the Equipment to be used by anyone unless that person has successfully completed each aspect of the Gyrotonic Certification Curriculum.
4. 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. Purchaser represents that Purchaser has read the Medical Disclaimer below which Purchaser represents to be true and accurate as to Purchaser.
6. 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. This Agreement shall be binding upon the parties hereto, their respective assigns, successors, receivers, and legal representatives of any type whatsoever.
8. In the event that the Purchaser uses a leasing company to purchase the Equipment the Purchaser is bound to all terms and conditions of this agreement regardless of the terms of any such Leasing Agreement.
9. This Agreement shall be construed in accordance with, and governed by the laws of the State of Florida. The Parties each consent to jurisdiction of the Federal and State Courts of Miami-Dade County, State of Florida and of service of process by certified mail. This Agreement may not be modified or changed unless in writing and signed by both Parties. Should any part of this Agreement be invalid or unenforceable, the balance of the Agreement shall remain in full force and effect. Failure of any party to enforce at any time or for any period of time any of the provisions of this Agreement shall not constitute a waiver of any such provisions.
10. The Purchaser acknowledges GSC's ownership in and to its trademarks and service marks namely, **GYROTONIC** & Logo, **WHITE CLOUD**, **GYROKINESIS**, **GYROTONER**, Transformer, *THE ART OF EXERCISING AND BEYOND* and **GYROTONIC EXPANSION SYSTEM** together with the trade dress (hereinafter "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.
11. Notwithstanding the foregoing, the Purchaser shall be permitted to use the Trademarks in advertising and promotional material in connection with instruction of Gyrotonic. However, Purchaser shall submit to GSC for approval copies of all advertising, promotional material and other material which Purchaser wishes to use.
12. This Agreement does not create any rights as to third parties other than those enforceable by GSC.
13. Purchaser has procured, prior to purchasing the Gyrotonic Equipment, current and enforceable public liability and professional indemnity insurance coverage policies that will remain in full force and effect throughout Purchaser's use of Gyrotonic Equipment. Must submit Certificate of Currency with order form.

Medical Disclaimer

1. 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 throughout 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.