



Proposal # 39911.3514

Entry Date:

Commercial Sales Division

Print Date: 8-Apr-2009

16400 SE Nautilus Drive, Vancouver, WA 98683
 Commercial Sales Direct: (800) 777-4348
 Commercial Fax: 914-248-5306

Territory Manager: Allen Stuppelbeen
 Territory Manager Phone Number: 888-420-0112
 Order Management Specialist: Jeff Sawyer

Please attach site survey

Bill To: IMX Pilates

Ship To: IMX Pilates

Zip Code:



Account #

E- Mail: elyse@imxpilates.com

Contact:

Contact: Elyse

Phone:

Phone: (212) 997 - 5550 x 205

Appr Code:



Fax:

Second Phone: (617) 529 - 2431 cell

Fax:

Type Of Payment: TO BE DETERMINED

Terms Of Payment: Net 30 Days

Nautilus Freight Mode: INSIDE / ASSY. DELIVERY

(Pending Credit Approval)

Additional Freight Requirements: CHOOSE ONE

Terms of Sale: FOB Origin

Item Number	Description	Qty	List Price	Discount	Unit Price	Extended
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Schwinn Indoor Cycling

100177	SCHWINN ACP	10	1,249.00	(370.00)	879.00	8,790.00
100176	SCHWINN ACP-X	10	1,399.00	(420.00)	979.00	9,790.00
100175	SCHWINN ACP-XA	10	1,799.00	(450.00)	1,349.00	13,490.00
003-6050	MPOWER CONSOLE	10	249.00	(60.00)	189.00	1,890.00
003-6051	MPOWER PERFORMANCE CONSOLE	10	499.00	(150.00)	349.00	3,490.00

Nautilus Pre-Wired Cardio

SM00070-004	T 9.14 NAUTILUS TREADMILL	2	6,549.00	(1,970.00)	4,579.00	9,158.00
SM521053B-BX	E 9.16 NAUTILUS ELLIPTICAL (Boxed)	2	6,599.00	(2,000.00)	4,599.00	9,198.00

Subtotal of Product: 54 78,246.00 (22,440.00) 55,806.00

Comments: *****

Requested Delivery Date:

Shipping & Inside Delivery Costs

IC Bikes \$120

Treadmills \$300

Ellipticals \$300

****Prices do not include applicable sales taxes. Taxes will be applied at time of invoicing.****



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Nautilus Freight Charge	4,800.00	4,800.00
Additional Freight Charges	0.00	0.00
Difficult Delivery Charges	0.00	0.00

0.00

Total List Price: Nautilus 78,246.00

Total List Price: DB's, Plates, Bars 0.00

Total List Price: Other 0.00

Total Proposal List: 78,246.00

Total Proposal Discount: (22,440.00)

Total Proposal Price: 55,806.00

Freight & Installation: 4,800.00

Total: 60,606.00

Add'l Trade-in Allowance: 0.00

Deposit: 0.00

Balance Due: 60,606.00

Optional Lease Payment* 2,024.24

(22,440.00)

Total Savings this Order is

*Subject to credit approval. Approximate monthly payment shown based on 36 month lease. Other lease structures available.

For more information contact Will Grossman at 360-859-2678 or wgrossman@nautilus.com.

Please submit a valid signed purchase order to accept proposal or in lieu of a PO, please sign and date this proposal.

Approximate date of shipping from FOB Origin location

**14 - 21 days from date the order is entered on all Stairmaster, Nautilus, and Schwinn Commercial equipment.

**45 - 60 days from date the order is entered for Nautilus Strength equipment.

** All Prices Quoted in US Currency **

** All necessary information must be provided prior to booking **

NAUTILUS, INC

TERMS AND CONDITIONS OF SALE

- Acceptance of Orders.** All orders are subject to acceptance by the World Headquarters of Nautilus, Inc. ("Nautilus"). Acceptance of orders, whether oral or written, is based on the express condition that Buyer agrees to all terms and conditions herein. Acceptance of delivery by Buyer will constitute Buyer's assent to these terms and conditions.
- Entire Agreement.** These terms and conditions, together with the Nautilus Authorized Buyer Agreement or Credit Application, represent the complete agreement of the parties with respect to the goods covered hereby and to the extent of such goods supersede all prior or contemporaneous agreements with respect to the subject matter hereof. No terms or conditions in any way adding to, modifying or otherwise changing the provisions stated herein shall be binding upon Nautilus unless made in writing and signed and approved by an officer of Nautilus. No modification of any of these terms will be effected by Nautilus's shipment of goods following receipt of Buyer's purchase order, shipping request or similar forms containing printed terms and conditions conflicting or inconsistent with the terms herein.
- Prices.** Prices listed are valid for 30 days and are for standard options on Nautilus strength equipment unless otherwise specified.
- Delays.** Nautilus shall not be liable for default in delivery or delays in shipment for any cause beyond Nautilus's reasonable control, including, but not limited to: (a) fires, floods, or other casualties; (b) wars, riots, civil commotion, embargoes, governmental regulations, or martial law; (c) Nautilus's inability to obtain necessary materials from its usual sources of supply; (d) shortage of cars, trucks or other transportation facilities or other delays in transit; (e) existing or future strikes or other labor troubles affecting production or shipment, whether involving Nautilus's employees or employees of others, and regardless of the responsibility or fault on the part of the employer; or; (f) other contingencies of manufacture or shipment.
- Taxes.** All taxes and excises of any nature whatsoever now or hereafter levied by any governmental authority, whether federal, state, or local, either directly or indirectly, upon the sale, use or transportation of any goods sold hereunder shall be paid and borne by Buyer.
- Risk of Loss.** Delivery of goods to carrier shall be deemed delivery to Buyer, and thereupon title to such goods, and risk of loss or damage, shall be Buyer's. Any claim by Buyer against Nautilus for shortage or damage occurring prior to such delivery to carrier must be made in writing within seven (7) days after receipt of



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shipment and accompanied by original transportation bill signed by carrier noting that carrier received goods from Nautilus in condition claimed.

7. **Warranty.** All Nautilus branded products are warranted to be free from defects in material and workmanship for one year from date of purchase by Buyer' end user. Fitness equipment warranty extends to original end user only. Please refer to owner's manual for coverage specific to product as there may be additional coverage provided. THE FOREGOING WARRANTIES ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES NOT EXPRESSLY SET FORTH HEREIN, WHETHER EXPRESS OR IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS. **Nautilus shall not be liable for incidental or consequential losses, damage or expenses, directly or indirectly arising from the sale, handling or use of the goods or from any other cause relating thereto, and Nautilus's liability hereunder in any case is expressly limited to the replacement (in the form originally shipped) of goods not complying with this agreement, or at Nautilus's election, to the repayment of, or crediting Buyer with, an amount equal to the purchase price of such goods, whether such claims are for breach of warranty or negligence**

. Any claim by Buyer with reference to goods sold hereunder for any cause shall be deemed waived by Buyer unless Nautilus is notified in writing within thirty (30) days of the date Buyer discovered, or by reasonable inspection should have discovered, any claimed breach of the foregoing warranties. Any goods claimed to be defective shall be returned prepaid to Nautilus for inspection. If such goods are not found to be defective, Nautilus's standard repair or replacement charge shall apply. Nautilus shall not be liable under the foregoing warranties for normal wear and tear or if any loss or damage is caused by accident, abuse, neglect or improper assembly or maintenance, or poor packaging by the Buyer for returned goods.

8. **Security.** Nautilus reserves the right to require payment for the goods in advance or satisfactory security if the financial responsibility of Buyer becomes unsatisfactory to Nautilus. Such security may include, but is not limited to, execution by Buyer of an installment note, security agreement, financing statement and/or personal guaranty. If Buyer fails to make payment in accordance with the terms of this agreement or any collateral agreement, or fails to comply with any provision hereof, Nautilus may at its option, and in addition to its other remedies, cancel without cost or penalty any unshipped portion of this order, Buyer to remain liable for all unpaid accounts.

9. **Credit/Payment. Credit terms pending approval. Should Credit be denied, default terms of Pre-Paid will apply, and payment must be received prior to booking. NAUTILUS MAY SHIP PARTIAL ORDERS. Invoice will generate at time of each shipment, payment terms begin at date of invoice.**

10. **Finance/Service Charges.** A service charge of the lesser of 1.5% per month or the maximum permissible rate will be added to all past due accounts. There will be a \$25.00 charge for every check returned due to insufficient funds. IN THE EVENT BUYER DECIDES TO LEASE ANY OR ALL OF THE MERCHANDISE AND SUCH MERCHANDISE HAS BEEN SHIPPED AND INVOICED TO BUYER, BUYER WILL BE CHARGED AND BUYER AGREES TO PAY TO NAUTILUS \$750 IN HANDLING FEES IN CONNECTION WITH THE LEASING PROCESS. HANDLING FEE MUST BE PAID BY BUYER AND RECEIVED BY NAUTILUS PRIOR TO PROCESSING ANY LEASING DOCUMENTS. IN ADDITION, BUYER WILL BE CHARGED 1.5% INTEREST ON ALL MONIES OWED AND DUE ON ISSUED INVOICES THAT ARE PAST DUE UNTIL LEASE PAYMENT IS RECEIVED.

11. **Delivery>Returns/Cancellations.** Difficult deliveries will be subject to a surcharge. Goods may not be returned, without Nautilus's prior written consent in the form of a Return Authorization Number (RMA). Order changes in configuration will not be accepted after shipment. Order changes in configuration after production beg make to order products subject to additional charges. Order Cancellations after shipment, or after manufacturing begins on make to order products, are subject to a 20% rest Authorized returns are subject to a standard 20% restocking fee, or a 40% restocking fee if rework or repackaging is required. Shipment delays at customer request, after manufacturing, will result in storage fees of 5% of order total per 30 day period.

12. **No Waiver.** Nautilus's failure to enforce any of the conditions herein or to exercise any right arising from Buyer's default shall not affect or impair Nautilus's rights in the event such default continues or in the event that there are subsequent defaults by Buyer and neither any such failure nor any prior course of performance between the parties shall constitute a waiver of other or future defaults by Buyer.

13. **Terms Severable.** In the event that any one or more of these terms or conditions is held invalid, illegal or unenforceable, such provision or provisions shall be severed and the remaining terms and conditions shall remain binding and effective

14. **Governing Law.** Except as otherwise provided herein, this agreement and all rights and obligations of the parties hereunder, including matters of construction, validity and performance, shall be governed by the laws of the State of Washington, but without giving effect to the principles of conflicts of law thereof. It is understood, however, that this is a general form of contract, and that any provision that contravenes the law of any appropriate state or jurisdiction shall be deemed not to be a part of this contract to the extent that it so contravenes.

The undersigned is submitting information for the purpose of establishing an account with Nautilus. The undersigned represents and warrants that all information submitted with this credit application including any financial statements is true and correct. The undersigned authorizes Nautilus to verify all such information and to make such additional normal inquiries as reasonably may be related or associated with this information for credit bureaus, creditors and references listed above, and agrees that such information shall remain the property of Nautilus. The undersigned acknowledges receipt of a copy of Nautilus's current terms and conditions of sale and understands and agrees that all sales by Nautilus to Buyer shall be made under Nautilus's terms and conditions of sale in effect at the date of shipment. The undersigned further acknowledges that all applications are subject to approval and acceptance by Nautilus at its principal office in Vancouver, Washington.

I, the undersigned, do hereby accept the pricing and terms on this proposal:

Printed Name

Authorized Signature:

Date



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TM-03.03.09

This Proposal expires: Friday, May 08, 2009