



## **Commercial Cardio Equipment Sold Into Residential (Home)**

### **Limited Warranty**

Precor Incorporated ("Precor") warrants all new Precor products to be free from defects in materials and manufacture for the warranty periods set forth below. The warranty periods commence on the invoice date of the original purchase or one (1) year from the original ship date to the reselling authorized distributor, whichever occurs first.

This warranty applies only to commercial cardio equipment sold into residential (home) in North America.

This warranty applies only against defects in materials and workmanship, and not those issues that occur as a result of normal wear and tear, misuse, or those that occur outside of the conditions set forth in Section II below. This warranty applies to defects discovered within the warranty period and extends only to the original purchaser of the product. THIS WARRANTY IS NOT ASSIGNABLE AND CANNOT BE RE-SOLD BY THE ORIGINAL PURCHASER. Parts repaired or replaced under the terms of this warranty will be warranted for the remainder of the original warranty period only. To claim under this warranty, the buyer must notify Precor or your authorized Precor Distributor within thirty (30) days after the date of discovery of any nonconformity and make the affected product available for inspection by Precor or its service representative.

Precor's obligations under this warranty are limited as set forth below:

## I.

The following warranty applies only to Precor commercial grade cardiovascular products manufactured or distributed by Precor and is only valid for such commercial grade cardiovascular products sold for use in a home setting for consumer use. This warranty does not cover products used in any commercial setting including, but not limited to: dues paying facilities or any other facility where membership is required for use, corporate wellness settings, multi-family housing facilities, hospitality settings, or personal training studios.

| Equipment                                                                                                   | Warranty Duration |
|-------------------------------------------------------------------------------------------------------------|-------------------|
| Structural Frame                                                                                            | Lifetime          |
| Mechanical and Electrical Parts (including treadmill running belt, treadmill running deck, and drive motor) | 10 Years          |
| Console                                                                                                     | 3 years           |
| High Wear Console Items, including: Headphone Jacks, USB Connectors, and Apple Connectors                   | 90 days           |
| Third Party Television Receiver and/or Media Receiver Boxes (Set Top Boxes)                                 | 90 days           |
| Batteries, Non-integrated Receivers, Non-integrated PVS, and Controllers                                    | 1 year            |
| Product Labor (including: Base, Console, PVS)                                                               | 1 year            |

## II.

This warranty is valid only in accordance with the conditions set forth below:

- The warranty applies to the Precor product only if:
  - it has been serviced by a Precor Authorized Service Provider and/or Precor Certified facility staff. Outside of North America, such product must be serviced by Precor office or Precor Authorized Distributors.
  - it remains in the possession of the original purchaser and proof of purchase is demonstrated.
  - it has not been subjected to accident, misuse, abuse, improper service, or non-Precor modification.
  - claims are made within the warranty period.
- This warranty does not cover damage or equipment failure caused by electrical wiring not in compliance with electrical codes or Precor owner's manual specifications, or failure to provide reasonable and necessary maintenance as outlined in the owner's manual.

3. The repair or replacement of items such as tension belts, drive belts, treadmill running belts, treadmill decks, pivot joints, brake pads or other components due to deterioration from normal use (wear and tear) and not due to a defect in materials and/or manufacture are not covered under this warranty.
4. Precor is not responsible for Internet connectivity to its products. This restriction applies to services, such as those provided by an Internet service provider (ISP), and also to hardware related to Internet connectivity, such as Ethernet cabling, routers, servers and switches.
5. Precor is not responsible for the quality of television, video, audio, or other media supplied to its products. This restriction applies to services, such as those provided by a cable or satellite television provider; to signal strength and clarity; and also to hardware related to the reception and delivery of television, video, audio, and other media. Such hardware can include (but is not limited to) audio, video, and radio-frequency (RF) cabling, connectors, receivers, modulators, combiners, distribution amplifiers, splitters, and so on.
6. Precor cannot guarantee that the heart rate measurement system on its products will work for all users. Heart rate measurement accuracy varies based on a number of factors, including the user's physiology and age, the method in which the heart rate measurement system is used, external interference, and other factors that may influence heart rate acquisition.
7. Precor does not warranty the work or product of third party companies (e.g., head end systems, low voltage wiring, etc.)
8. Except in Canada, Precor does not pay labor outside the United States. Equipment limited warranty is void when equipment is installed in a country other than where sold.
9. Moving parts bolted to the structural frame are not included in the "Structural Frame" warranty (e.g., moving arms, seat and back pad assemblies, cross ramp assemblies, position adjustments, etc.)
10. At Precor's option, Precor may replace defective parts with new parts or serviceable used parts that are equivalent to new parts in performance. All exchanged parts and Products replaced under this warranty become the property of Precor after the repair or exchange. Precor reserves the right to change Product manufacturers and/or specifications used to meet its obligations under any active warranty at its sole discretion.
11. Should the event arise in which necessary parts required for a satisfactory repair under the terms outlined in this warranty are not and will not be available in a reasonable time, Precor shall fully replace, at Precor's sole discretion, the malfunctioning unit with a comparable new machine or a comparable used version of similar manufacture date and functioning condition as the unit being replaced.

### III.

This Limited Warranty shall not apply to:

1. Software updates.
2. Software defects that do not materially and negatively affect the exercise functionality of the product under normal use conditions at the time of installation.
3. Consumable goods or cosmetic items of the product, to include all plastic or painted surfaces, the exterior of which has been damaged or defaced as a result of abuse, misuse, accident, improper service or installation, mishandling or modification in design or construction not authorized by Precor; including, without limitation, use or incorporation of any non-OEM (Original Equipment Manufacturer) replacement parts.
4. Cosmetic, structural, or functional damage (including rust, corrosion and unusual wear) caused by failure to follow the maintenance procedures described in the owner's manual.
5. Repairs performed on Precor equipment missing a serial number or with a serial tag that has been altered or defaced.
6. Service calls to correct installation of the equipment or instruct owners on how to use the equipment.
7. RFID tokens.
8. Cable raceway systems.
9. Pickup and delivery involved with repairs.
10. Any labor costs incurred beyond the applicable labor warranty period.

**Disclaimer and Release.**

The limited warranties provided herein are the exclusive warranties given by Precor and supersede any prior, contrary or additional representations, whether oral or written. ANY IMPLIED WARRANTIES, INCLUDING THE WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE THAT APPLY TO ANY PARTS DESCRIBED ABOVE ARE LIMITED IN DURATION TO THE PERIODS OF EXPRESS WARRANTIES GIVEN ABOVE FOR THOSE SAME PARTS. PRECOR HEREBY DISCLAIMS AND EXCLUDES THOSE WARRANTIES THEREAFTER. Some jurisdictions do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. PRECOR ALSO HEREBY DISCLAIMS AND EXCLUDES ALL OTHER OBLIGATIONS OR LIABILITIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO ANY NONCONFORMANCE OR DEFECT IN ANY PRODUCT, INCLUDING BUT NOT LIMITED TO: (A) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY IN TORT, WHETHER OR NOT ARISING FROM THE NEGLIGENCE OF PRECOR OR ITS SUPPLIERS (WHETHER ACTIVE, PASSIVE OR IMPUTED); AND (B) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY FOR LOSS OF OR DAMAGE TO ANY EQUIPMENT. This disclaimer and release shall apply even if the express warranty set forth above fails of its essential purpose.

**Exclusion of Consequential and Incidental Damages.**

PRECOR AND/OR ITS SUPPLIERS SHALL HAVE NO OBLIGATION OR LIABILITY, WHETHER ARISING IN CONTRACT (INCLUDING WARRANTY), TORT (INCLUDING ACTIVE, PASSIVE, OR IMPUTED NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE, FOR DAMAGE TO THE EQUIPMENT, PROPERTY DAMAGE, LOSS OF USE, REVENUE OR PROFIT, COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, ADDITIONAL COSTS INCURRED BY BUYER (BY WAY OF CORRECTION OR OTHERWISE) OR ANY OTHER INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, WHETHER RESULTING FROM NONDELIVERY OR FROM THE USE, MISUSE OR INABILITY TO USE THE PRODUCT. This exclusion applies even if the above warranty fails of its essential purposes and regardless of whether such damages are sought for breach of warranty, breach of contract, negligence, or strict liability in tort or under any other legal theory. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation may not apply to you. This warranty gives you specific legal rights, and you may also have other rights, which vary from one jurisdiction to another.

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