

SECTION 3

PRODUCT WARRANTY

Product Warranty

4 YEARS ON ALL PARTS; 1 YEAR ON LABOR FROM THE DATE OF PURCHASER INVOICE.

JACOBS LADDER LLC EXPRESSLY WARRANTS ALL NEW PRODUCTS TO BE FREE FROM DEFECTS IN MATERIALS AND MANUFACTURE FOR THE WARRANTY PERIODS SET FORTH ABOVE. THE WARRANTY PERIODS COMMENCE ON THE INVOICE DATE ON THE ORIGINAL PURCHASE. THIS WARRANTY APPLIES ONLY AGAINST DEFECTS DISCOVERED WITHIN THE WARRANTY PERIOD AND EXTENDS ONLY TO THE ORIGINAL PURCHASER OF THE PRODUCT. ONLY PARTS, REPAIRS, MODIFICATION AND/OR MAINTENANCE SUPPLIED BY JACOBS LADDER LLC REPRESENTATIVE, UNDER THE TERMS OF THIS WARRANTY, WILL BE WARRANTED FOR THE REMAINDER OF THE ORIGINAL WARRANTY PERIOD. TO PROCESS A CLAIM UNDER THIS WARRANTY, THE PURCHASER MUST NOTIFY JACOBS LADDER LLC IN WRITING OR BY FAX WITHIN 30 DAYS AFTER THE DISCOVERY OF THE ALLEGED DEFECT AND MAKE THE PRODUCT AVAILABLE FOR INSPECTION BY A JACOBS LADDER LLC REPRESENTATIVE. FAILURE TO TIMELY AND PROPERLY NOTIFY JACOBS LADDER LLC IN WRITING OR BY FAX WILL RESULT IN NULLIFICATION OF THIS WARRANTY.

ANY PARTS, REPAIRS, MODIFICATION AND/OR MAINTENANCE SUPPLIED BY A NON-JACOBS LADDER REPRESENTATIVE VOIDS THE ENTIRE WARRANTY FOR THIS EXERCISE MACHINE.

NO OTHER EXPRESS WARRANTY IS GIVEN WITH THE PURCHASE ORDER AND JACOBS LADDER LLC DISCLAIMS ANY AUTHORITY FOR ANY EMPLOYEE TO PROVIDE OR MAKE ANY OTHER WARRANTY OF ANY KIND WHETHER IN WRITING OR ORALLY.

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

1. The warranty applies to the Jacobs Ladder LLC product only while
 - a. Title and possession remain in the original purchaser and proof of purchase is demonstrated,
 - b. It has not been subjected to casualty, misuse, abuse, service or modification performed and not authorized by Jacobs Ladder LLC representative,
 - c. Claims are made timely and properly within the warranty period by written notice or fax (30 days notice).
2. This warranty does not cover damage or equipment failure caused by any type of electrical surge and/or failure to adhere to Jacobs Ladder LLC Operating Instructions and Care and Cleaning Instructions.
3. Except in Canada, Jacobs Ladder LLC does not pay labor outside of the United States.
4. Warranties outside the United States and Canada may vary. Please contact your local Dealer for details

This limited warranty shall not apply to :

1. Software version upgrades
2. Cosmetic items, including, but not limited to the following: grips, seats, and labels.
3. Repairs performed on Jacobs Ladder LLC equipment missing a serial number or with a serial tag that has been altered or defaced.
4. Service calls to correct installation of the equipment or instruct the owners on how to use the equipment
5. Pickup, delivery, or freight charges involved with repairs
6. Any labor costs incurred beyond the applicable labor warranty period.

DISCLAIMER ON NEXT PAGE...

CONTINUED...SECTION 3

PRODUCT WARRANTY

Disclaimer

The express warranties provided herein are the exclusive warranties given by Jacobs Ladder LLC and supercede any prior, contrary or additional representation/warranties, written or oral. ANY IMPLIED WARRANTIES, INCLUDING THE WARRANTY OF MERCHANTABILITY AND/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. JACOBS LADDER HEREBY DISCLAIMS AND EXCLUDES THOSE WARRANTIES THEREAFTER. SOME STATES DO NOT ALLOW LIMITATION ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. JACOBS LADDER LLC ALSO HEREBY DISCLAIMS AND EXCLUDES ALL OTHER OBLIGATIONS OR LIABILITIES, EXPRESS OR IMPLIED ARISING BY LAW OR OTHERWISE WITH REGARD 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 JACOBS LADDER LLC 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 IN ITS ESSENTIAL PURPOSE.

JACOBS LADDER LLC DISCLAIMS AND DOES NOT PROVIDE ANY EXPRESS WARRANTIES OR IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE of the Waist Belt, the Power Supply Cord or the Polar Heart Rate Monitor. Any warranty from Polar can be found and viewed on www.polarusa.com.

Exclusive Remedies

For any product described above that fails to conform to its warranty, Jacobs Ladder LLC Representative will exclusively provide repairs provided the equipment has not been subject to casualty, misuse, abuse, service or modification performed and not authorized by Jacobs Ladder LLC representative. Service must be obtained by calling Jacobs Ladder LLC at 1 (866) 697 4100. THESE SHALL BE THE SOLE AND EXCLUSIVE REMEDIES OF THE BUYER FOR ANY BREACH OF WARRANTY.

JACOBS LADDER LLC 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 NON-DELIVERY OR FROM THE USE, MISUSE OR INABILITY TO USE THE PRODUCT. THIS EXCLUSION APPLIES EVEN IF THE ABOVE WARRANTY FAILS OF ITS ESSENTIAL PURPOSE 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.