



## **Precor Residential Equipment Limited Warranty**

**For Elliptical Fitness Crosstrainers™ EFX® 5.25, EFX 5.23 and EFX 5.21 sold December 1, 2010 and later.**

PLEASE READ THESE WARRANTY TERMS AND CONDITIONS CAREFULLY BEFORE USING YOUR PRECOR INCORPORATED PRODUCT. BY USING THE EQUIPMENT, YOU ARE CONSENTING TO BE BOUND BY THE FOLLOWING WARRANTY TERMS AND CONDITIONS.

### **Limited Warranty**

Precor Incorporated warrants all new Precor products to be free from defects in materials and manufacture for the warranty period set forth below. The warranty period commences on the invoice date of original purchase. This warranty applies only against defects discovered within the warranty period and extends only to the original purchaser of the product. Parts repaired or replaced under the terms of this warranty will be warranted for the remainder of the original warranty period only. To make claim under warranty, the buyer must notify Precor or their authorized Precor dealer within 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 and set forth below.

### **Warranty Periods and Coverage**

The residential products , Elliptical Fitness Crosstrainers EFX 5.25, EFX 5.23 and EFX 5.21 sold December 1, 2010 and later, and used in the home, are warranted for the following periods:

- Lifetime frame and welds
- 5 years parts and wear items
- 1 year labor
- Coverage for options and accessories defined below.

### **Options / Accessories**

Many options or accessories have components that are connected internally or mounted inside the electronic console. The following guidelines determine the warranty for these components. If the internal components are installed by the factory or by an authorized dealer as part of the original sale and delivery, they have a warranty that is identical to the warranty of the equipment in which they are connected or mounted. If the internal components are not installed by the factory or by an authorized dealer as part of the original sale and delivery, they have a 90-day parts and labor limited warranty. All components that are not internally connected have 90-day parts only limited warranty. Satisfactory proof of purchase is required in all cases.

### **Conditions and Restrictions**

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

1. The warranty applies to the Precor product only while:
  - a. It remains in the possession of the original purchaser and proof of purchase is demonstrated
  - b. It has not been subjected to accident, misuse, abuse, improper service, or non-Precor modifications
  - c. Claims are made within the warranty period
2. 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. Warranty of all Precor products applies to residential use only and is void when products are used in a nonresidential environment or installed in a country other than where sold.
4. Except in Canada, Precor does not pay labor outside the United States.
5. 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 Precor 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 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 and Release

The 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 states do not allow limitation 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.

## Exclusive Remedies

For any product described above that fails to conform to its warranty, Precor will provide, at their option, one of the following: (1) repair; (2) replacement; or (3) refund of the purchase price. Precor Limited Warranty service may be obtained by contacting the authorized dealer from whom you purchased the item. Precor compensates Servicers for warranty trips within their normal service area to repair equipment at the owner's location. You may be charged a trip charge outside the service area. THESE SHALL BE THE SOLE AND EXCLUSIVE REMEDIES OF THE BUYER FOR ANY BREACH OF WARRANTY.

## 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 COST 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 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. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation might not apply.

This warranty gives you specific legal rights, and you may also have other rights, which vary state to state.

## Complete this portion and keep for your records.

Purchased From: \_\_\_\_\_ Example: Store or website name.

Phone Number: \_\_\_\_\_ Example: Store phone number

Equipment Model: \_\_\_\_\_ Example :EFX 5.37, 9.35 Treadmill

Serial Number: \_\_\_\_\_

The serial number is located on the shipping container or on a label on your equipment.