



# Residential Cardiovascular Equipment

## Limited Warranty

For Elliptical Fitness Crosstrainers™:

- Precision Series (EFX® 447, 443, 425, 427, and 423)
- Energy Series (EFX® 245, 225, 222, and 221)

For Treadmills:

- Precision Series (TRM 445 and 425)
- Energy Series (TRM 243, 223, and 211)

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.

IF YOU DO NOT AGREE TO THESE WARRANTY TERMS AND CONDITIONS, PLEASE DO NOT USE YOUR PRODUCT AND RETURN YOUR PRODUCT TO THE RETAILER OF PURCHASE. PLEASE SEE THE RETAILER'S RETURN POLICY FOR DETAILS AND/OR ADDITIONAL RETURN REQUIREMENTS.

THIS WARRANTY CONTAINS A BINDING ARBITRATION AGREEMENT AND A CLASS ACTION WAIVER FOR UNITED STATES RESIDENTS. IF YOU LIVE IN THE UNITED STATES, THE BINDING ARBITRATION AGREEMENT AND CLASS ACTION WAIVER AFFECT YOUR RIGHTS UNDER THIS WARRANTY. PLEASE CAREFULLY READ THE TEXT UNDER THE EXCLUSIVE REMEDIES SECTION TITLED "BINDING ARBITRATION AGREEMENT; CLASS ACTION WAIVER (U.S. RESIDENTS ONLY)".

## 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 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 a claim under this warranty, the buyer must notify Precor or his or her authorized Precor Distributor 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

Represented models of residential products used in the home are warranted for the following periods:

	<b>Precision Series</b>	<b>Energy Series</b>
Structural frame and welds:	Lifetime	Lifetime
Parts and wear items:	10 years	5 years
Console:	3 years	3 years
Labor:	1 year	1 year

The following section defines coverage for options and accessories.

# 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 or distributor 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 or distributor 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 a 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 if:
  - a. It has been serviced by a Precor Authorized Service Provider and/or Precor Certified facility staff. Outside of North America, the product must have been serviced by the local Precor sales office or an Authorized Precor Distributor.
  - b. It remains in the possession of the original purchaser and proof of purchase is demonstrated.
  - c. It has not been subjected to accident, misuse, abuse, improper service, or non-Precor modifications.
  - d. Claims are made within the warranty period.
2. This limited 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. This limited warranty applies only to Precor products designed for residential use only and is void in the event such products are used in a nonresidential environment or installed in a country other than the country where such products were originally sold.

4. Moving parts bolted to the structural frame are not included in the “Structural Frame” warranty (for example, moving arms, seat and back pad assemblies, cross ramp assemblies, position adjustments, and so on).
5. 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.
6. 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 may include (but is not limited to) audio, video, and radio-frequency (RF) cabling, connectors, receivers, modulators, combiners, distribution amplifiers, splitters, and so on.
7. Precor cannot guarantee that the heart rate measurement system on its products will work for all users. Touch heart rate performance may vary based on a user’s physiology, fitness level, age, and other factors. You may experience an erratic readout if your hands are dry, dirty, or oily, or if the skin on your palms is especially thick. Wearing hand lotion can also cause an erratic readout. In addition, make sure that the sensors are clean to ensure proper contact can be maintained. If the touch heart rate feature does not work for you, Precor recommends that you use a chest transmitter strap.
8. Precor does not warranty the work or product of third party companies (e.g., head end systems, low voltage wiring, etc.)
9. Except in Canada, Precor does not pay labor outside the United States. Equipment warranty is void when equipment is installed in a country other than where sold.

Please contact your Precor sales office or local Distributor for details.

### This limited warranty shall not apply to:

1. Software version upgrades.
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. Cosmetic items, including, but not limited to the following: grips, seats, and labels, or other items, 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. Pickup, delivery, or freight charges involved with repairs.
8. 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 limitation on how long an implied warranty lasts, so the above limitations 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, in its sole discretion, 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 Distributor from whom you purchased the item. Precor compensates Precor Authorized 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.

## Binding Arbitration Agreement; Class Action Waiver (U.S. Residents Only)

TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, UNLESS YOU HAVE BROUGHT AN ELIGIBLE INDIVIDUAL CLAIM IN SMALL CLAIMS COURT OR HAVE OPTED OUT AS DESCRIBED BELOW, ANY CONTROVERSY OR CLAIM RELATING IN ANY WAY TO YOUR PRECOR PRODUCT, INCLUDING ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS WARRANTY, A BREACH OF THIS WARRANTY, OR THE PRECOR PRODUCT'S SALE, CONDITION OR PERFORMANCE, WILL BE SETTLED BY BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION AND CONDUCTED BY A SINGLE ARBITRATOR APPOINTED BY THE AMERICAN ARBITRATION ASSOCIATION, IN ACCORDANCE WITH ITS COMMERCIAL ARBITRATION RULES AND ITS SUPPLEMENTARY PROCEDURES FOR CONSUMER-RELATED DISPUTES. You may learn more about the American Arbitration Association and its rules for arbitration by visiting [www.adr.org](http://www.adr.org) or by calling 800-778-7879. Since this warranty concerns a transaction in interstate or international commerce, the Federal Arbitration Act will apply.

To the greatest extent permitted by applicable law, the filing fees to begin and carry out arbitration will be shared between you and Precor, but in no event will your fees ever exceed the amount allowable by the American Arbitration Association, at which point Precor will cover all additional administrative fees and expenses. Precor waives its right to recover attorneys' fees in connection with any arbitration under this warranty. If you are the prevailing party in an arbitration to which the Supplementary Procedures for Consumer-Related Disputes applies, then you are entitled to recover attorneys' fees as the arbitrator may determine.

The dispute will be governed by the laws of the state or territory in which you resided at the time of your purchase (if in the United States). The place of arbitration will be King County, Washington, or your county of residence (if in the United States). The arbitrator will have no authority to award punitive or other damages not measured by the prevailing party's actual damages, except as may be required by statute. The arbitrator will not award consequential damages, and any award will be limited to monetary damages and will include no equitable relief, injunction, or direction to any party other than the direction to pay a monetary amount. Judgment on the award rendered by the arbitrator will be binding and final, except for any right of appeal provided by the Federal Arbitration Act, and may be entered in any court having jurisdiction. Except as may be required by law, neither you nor Precor nor an arbitrator may disclose the existence, content, or results of any arbitration under this warranty without the prior written consent of you and Precor.

TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, ANY DISPUTE, WHETHER IN ARBITRATION, IN COURT, OR OTHERWISE, WILL BE CONDUCTED SOLELY ON AN INDIVIDUAL BASIS. PRECOR AND YOU AGREE THAT NO PARTY WILL HAVE THE RIGHT OR AUTHORITY FOR ANY DISPUTE TO BE ARBITRATED AS A CLASS ACTION, A PRIVATE ATTORNEY GENERAL ACTION, OR IN ANY OTHER PROCEEDING IN WHICH EITHER PARTY ACTS OR PROPOSES TO ACT IN A REPRESENTATIVE CAPACITY. NO ARBITRATION OR PROCEEDING WILL BE JOINED, CONSOLIDATED, OR COMBINED WITH ANOTHER ARBITRATION OR PROCEEDING WITHOUT THE PRIOR WRITTEN CONSENT OF ALL PARTIES TO ANY SUCH ARBITRATION OR PROCEEDING.

## Exceptions to Binding Arbitration Agreement and Class Action Waiver

IF YOU DO NOT WISH TO BE BOUND BY THE BINDING ARBITRATION AGREEMENT AND CLASS ACTION WAIVER, THEN: (1) you must notify Precor in writing within sixty (60) days of the date that you purchased the product; (2) your written notification must be mailed to Precor Incorporated at 20031 142nd Avenue NE, Woodinville, WA 98072, Attn: Legal Department; and (3) your written notification must include (a) your name, (b) your address, (c) the date you purchased the product, and (d) a clear statement that you wish to opt out of the binding arbitration agreement and class action waiver. In addition, you may pursue an individual claim in small claims court in your county of residence (if in the United States) or in King County, Washington. In such case the provisions of the section titled "Binding Arbitration Agreement; Class Action Waiver (U.S. Residents)" will not apply, but the rules and limitations of the small claims court shall apply.

## 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 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 jurisdictions 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 from one jurisdiction to another.