



## LIMITED WARRANTY\* TERMS & CONDITIONS

**Read warranty terms and conditions carefully before using your Paradigm Fitness product. By using the equipment, you are consenting to be bound by the following warranty terms and conditions.**

### Limited Warranty

Paradigm Fitness Equipment warrants all new products to be free from **defects in materials and workmanship** under normal use for the following period after the original purchase date. To claim under this warranty, the owner must make the affected product available for inspection by Paradigm Fitness Equipment or its service representative. To obtain warranty parts, damaged parts must be returned to Paradigm Fitness Equipment or an authorized Paradigm Fitness Equipment retailer in their original container (or equivalent). The owner is responsible for any shipping charges, taxes, or other charges associated with transportation of the parts and assumes the risk of loss or damage during shipment. Parts repaired or replaced under the terms of this warranty will be warranted for the remainder of the original warranty period only.

PARTS	PERIOD OF COVERAGE	
	RESIDENTIAL	LIGHT COMMERCIAL
<b>Frame</b>	Lifetime	10 years
<b>Structural Moving Parts, Guide Rods, Bearings, Bushings, Weight Plates &amp; Pulleys</b>		5 years
<b>Finish, Paint, Cables, Pull-Pin Components &amp; Upholstery</b>		1 year
<b>All Other Parts</b>		1 year

\* Light Commercial facilities include hotels, apartment complexes, schools, corporate gyms, personal training studios, medical clinics, fire & police stations and other non-membership paying commercial facilities where the equipment is used by less than 30 people per day.

### Conditions and Restrictions

1. The warranty applies to the Paradigm Fitness Equipment product only while:
  - a. it remains in the possession of the original purchaser who has registered the product with Paradigm Fitness Equipment or provided proof of purchase (original sales invoice).
  - b. it remains in a residence or light commercial facility\* located in North America.
  - c. the serial number, (where applicable) is clearly identifiable and has not been removed, altered or defaced.
  - d. the owner notifies the authorized dealer or Paradigm Fitness Equipment within 30 days after the date of discovery of any nonconformity.
2. The warranty does not cover damage, failure, operational noise or irregular performance caused by:
  - a. accident, misuse or abuse.
  - b. improper leveling, installation, service or calibration or any unapproved modifications.
  - c. **failure to perform general maintenance as outlined in the user manual** including but not limited to the following: cleaning of product, tightening of external screws/bolts.
3. This limited warranty does not cover:
  - a. general wear on parts including but not limited to the following: handles, grips, foot pads, seat materials such as coverings and backs.
  - b. consumables and cosmetic parts, including but not limited to the following: stickers, and labels.
  - c. products or accessories not included in the original packaging.
  - d. travel charges/surcharges (tolls etc.) charged by service providers

### Disclaimer and Release

The warranties provided herein are the exclusive warranties given by Paradigm Fitness Equipment 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 listed for those same parts. Paradigm Fitness Equipment hereby disclaims and excludes those warranties thereafter. Some states do not allow limitations on how long an implied warranty lasts, so the limitation listed may not apply to you. Paradigm Fitness Equipment also hereby disclaims and excludes all other obligations or liabilities, express or implied, arising by law or otherwise, with respect to any non-conformance 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 Paradigm Fitness Equipment 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 fails of its essential purpose.

### Exclusive Remedies

For any product listed that fails to conform to its warranty Paradigm Fitness Equipment will provide, at its option, one of the following: (1) repair (with new or certified refurbished parts); (2) replacement; or (3) refund of the net purchase price less installation fees if applicable. Paradigm Fitness Equipment labor service may be obtained by contacting the authorized dealer from whom the product was purchased. Paradigm Fitness Equipment does not compensate service providers for labor repairs. These shall be the sole and exclusive remedies of the buyer for any breach of warranty.

### Exclusion of consequential and incidental damages.

Paradigm Fitness Equipment 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. Some states 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 state to state.