

Limited Warranty

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

Limited Warranty.

Precor Incorporated ("Precor") warrants all new Cardio Theater 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. 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 claim under this warranty, the buyer must notify Precor or your authorized Cardio Theater 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. Cardio Theater product deemed defective by a Cardio Theater representative, will be issued a return authorization number. **Precor will not accept returns without a return authorization number.** Precor reserves the right, at their option, to repair or replace the product after verification of defect. Product that fails after the warranty period expires will be repaired or replaced at the current part and labor pricing after authorization from the customer. Repairs are warranted for 90 days.

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

Warranty Periods and Coverage.

• Cardio Theater Transmitters <i>xTV-T Wireless or Wired Floor Models</i> <i>xTVFM system transmitter</i>	3 Years	Parts & Labor
• Cardio Theater Receivers <i>XTV-R Wireless or Wired Upper Models</i> <i>XTVFM system receiver</i>	1 Year	Parts & Labor
• Cardio Theater LCD Screen (PVS)	1 Year	Parts & Labor
• Cardio Theater Screen Controllers	1 Year	Parts & Labor
• Quick Change Headphone Jack	90 Days	Parts Only
• Optional DVD Player	1 Year	Parts
• CT Experience Series Screen (PVS12)	2 Years	Parts & Labor
• CT Experience Series Screen Controller	2 Years	Parts & Labor
• CT Experience Series 900 & 863 Receiver	2 Years	Parts & Labor
• CT Experience Series Quick Change Headphone Jack	90 Days	Parts Only

Conditions and Restrictions.

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

- The warranty applies to the Cardio Theater product only while
 - 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 mechanical, electrical or non-Precor modification.
 - claims are made within the warranty period.
- This warranty does not cover damage or product 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. **This warranty excludes misuse or failures of, for example, poor quality CD's, multiple discs inserted in the player, failures caused by home-produced copies of discs, etc.**
- Except in Canada, Precor does not pay labor outside the United States.
- Warranties outside the United States and Canada may vary. Please contact your local Dealer for details.

This Limited Warranty shall not apply to:

- Software (PROM) version upgrades.
- Normal wear and tear, consumables and cosmetic items, including, but not limited to the following: labels.
- Repairs performed on Cardio Theater products missing a serial number or with a serial tag that has been altered or defaced.
- Service calls to correct installation of the product or instruct owners on how to use the product.
- Pickup and delivery involved with repairs.
- Any labor costs incurred beyond the applicable labor warranty period.
- The user is cautioned that changes or modifications not expressly approved by the manufacturer of the product could void the user's authority to operate the product.

Complete this portion and keep for your records.

Purchased From: _____ Example: Dealer or store name.

Phone Number: _____ Example: Dealer or store telephone number.

Product/model: _____ Example: Transmitters, Receivers

Serial number: _____

The serial number is found on the shipping container or item.

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 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 PRODUCT. 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. 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 commercial product at the customer'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 PRODUCT, PROPERTY DAMAGE, LOSS OF USE, REVENUE OR PROFIT, COST OF CAPITAL, COST OF SUBSTITUTE PRODUCT, 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 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.