

## **TuffStuff Fitness Equipment, Inc.**

13971 Norton Avenue, Chino, CA 91710, USA. Ph 909-629-1600 Fx 909-629-4967 Email: service@tuffstuff.net

## COMMERCIAL WARRANTY

TuffStuff warrants to the original purchaser that TuffStuff equipment will be free from defects in material and workmanship. All warranty periods begin to run from the date of delivery to the original purchaser. The warranty and remedies set forth herein are conditioned upon proper storage, installation, use and maintenance and conformance with any recommendations of TuffStuff. This warranty does not cover products not manufactured by TuffStuff or products which are altered without the express written consent of TuffStuff.

## **Commercial Warranty as specified:**

- A) **Ten (10) Years** Structural Main Frames, Welds, Cams and Weight Plates.
- B) **Five (5) Years** Pivot Bearings, Pulleys, Bushings, Guide Rods, and Gas Shocks.
- C) **One (1) Year** Linear Bearings, Pull-Pin Components and Belts.

  <u>All other parts</u> not mentioned, one year from the date of delivery to the original purchaser.
- D) **Six (6) Months** Upholstery, Cables, Finish and Rubber Grips.

The obligation of TuffStuff under this warranty is limited to repairing or replacing warranted defective parts as TuffStuff may elect, at TuffStuff's facility in Chino, California without charge to the purchaser. Purchaser is responsible for installation of repaired or replaced parts, and all transportation and insurance costs on returned or replaced equipment to and from TuffStuff's facility in Chino.

THE FOREGOING SHALL CONSTITUTE THE **SOLE REMEDY OF THE PURCHASER AND THE SOLE LIABILITY OF TUFFSTUFF WITH REGARD** TO WARRANTY. NO IMPLIED STATUTORY WAR-**RANTY OR IMPLIED STATUTORY WARRANTY** OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY. IN NO **EVENT, WHETHER AS A RESULT OF BREACH** OF CONTRACT, WARRANTY, NEGLIGENCE OR OTHERWISE, SHALL TUFFSTUFF BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, LOSS OF USE OF EQUIPMENT, COST OF CAPITAL, COST OF SUBSTITUTION EQUIPMENT, DOWNTIME COST, **OR CLAIMS OF CUSTOMERS OR PURCHASER** FROM SUCH DAMAGE.

This written warranty is the final, complete and exclusive agreement of the parties with respect to the quality or performance of the equipment and no action for breach of this written warranty or any implied warranty shall be commenced more than one (1) year after the accrual of the cause of action. No modification of this warranty or waiver of its terms shall be binding on either party unless approved in writing by an authorized representative of the party. Contact TuffStuff Fitness Equipment, Inc. at 13971 Norton Avenue, Chino, CA 91710, before returning any defective equipment.



All TuffStuff Proformance Plus products are manufactured exclusively in the USA. TuffStuff products bearing this seal are recognized worldwide for their high standards and reputation.