



TuffStuff Fitness Equipment, Inc.

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TUFFSTUFF LIMITED WARRANTY

CTS 300 Series

TUFFSTUFF warrants the CTS 300 Series to have a seven (7) year warranty for Main frame and welds, a two (2) year warranty for the motor controller, generator EMS/ECB brake, and display PCB, a one (1) year warranty for the key pad, wear parts and all other parts not mentioned, a one (1) year warranty for Labor from the date of purchase. During the applicable warranty period, TUFFSTUFF will either repair or replace, at its option, defective part(s) at no charge. The manufacturer does not warrant the heart rate system performance on its products, as the heart rate system performance varies, based on a user's physiology, fitness level, age, method of use and other factors. Furthermore, the heart rate system is not for medical use.

In order to implement the provisions of this limited warranty, the original purchaser must contact TUFFSTUFF at 909-629-1600. Be prepared to provide the product serial number and a detailed description of the problem. Proof of purchase or warranty registration will be needed to verify warranty effectivity and obtain warranty service and/or parts. Do not return defective part(s) for repair or replacement without prior authorization from TUFFSTUFF.

TUFFSTUFF reserves the right to review defective part(s). All transportation costs for shipping defective part(s) to and from TUFFSTUFF for inspection shall be borne solely by the original purchaser. Any repair or modification of defective part(s) by anyone other than a TUFFSTUFF Technical Representative or Authorized Service Provider will void this warranty. If TUFFSTUFF determines, at its sole discretion, that it is impractical to ship defective parts(s) to TUFFSTUFF, TUFFSTUFF may designate, at its sole discretion, a repair facility to inspect and estimate the cost to repair such defective part(s). The cost, if any, of shipping defective part(s) to and from such a repair facility and of such estimate shall be borne solely by the original consumer / purchaser. Defective part(s) must remain available for inspection until the claim is finalized. Whenever claims are settled, TUFFSTUFF reserves the right to be subrogated under any existing insurance policies the claimant may have.

Exclusions

For all treadmills, tracking and tension adjustments are the original purchaser's responsibility. Running belts that have separated due to heat and belts with chaffed edges or creases caused by folding will not be covered. This limited warranty does not apply to cosmetic damage, imperfections that are within design specification(s) or that do not materially alter functionality, or damage due to acts of God, accident, abuse, misuse, negligence, lack of normal maintenance, abnormal service or handling that differs from that specified for this model, improper installation or operation. In addition, alteration or modification of the product, or repair by anyone other than a TUFFSTUFF Technical Representative or Authorized Service Provider will void this warranty. This warranty is valid only in the continental United States. It is the purchaser's responsibility to maintain the product per the owner's manual instructions that comes with each product. Failure to follow the maintenance instructions shall void the manufacturer's warranty.

Disclaimer of Warranties & Limitation of Liability

This warranty is in lieu of all other warranties, express or implied, including without limitation, the implied warranties of merchantability and fitness for a particular purpose. Repair or replacement as provided above shall be the sole and exclusive remedy available to the purchaser. Correction of defects, in the manner and for the period of time described above, shall constitute complete fulfillment of all liabilities and responsibilities of TUFFSTUFF to the purchaser with respect to contact, negligence, strict liability or otherwise. TUFFSTUFF shall not be liable or in any way responsible for any incidental or consequential damages or loss of revenue resulting or arising from breach of any express or implied warranty on this product or otherwise.

Some states do not allow the exclusion or limitation of implied warranties or incidental or consequential damages, so the above exclusions and limitations may not apply to you. This warranty gives you specific legal rights, and you may also have other rights, which may vary, from state to state.