



LIMITED WARRANTY* TERMS & CONDITIONS

*Serial numbers beginning with 66, 76 & 86 purchased on or after July 1, 2017

IMPORTANT: To receive warranted parts or service you must register your product at bodyguardfitness.com

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

Limited Warranty

Bodyguard Fitness warrants all new Bodyguard Fitness products to be free from **defects in materials and workmanship** (not from general wear) for the warranty periods set forth below. The warranty period begins 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 owner must make the affected product available for inspection by Bodyguard Fitness or its service representative. Bodyguard's obligations under this warranty are limited as set forth below.

Warranty Periods and Coverage

Warranty Type	Residential		Commercial
Model Series Covered	75	30, 40 & 45	30, 40, 45 & 75
Frame	Lifetime	Lifetime	Lifetime
Treadmill Drive Motor	Lifetime	Lifetime	5 years
Limited Parts	Lifetime	10 years	5 years
Limited Labor	3 years	3 years	2 years
Bonus Wear (see items covered)	3 years	2 years	6 months

Note: All regular shipping charges for parts under warranty are covered by Bodyguard Fitness.

Conditions and Restrictions

- The warranty applies to the Bodyguard Fitness product only while:
 - it remains in the possession of the original purchaser who has registered the product with Bodyguard Fitness or provided proof of purchase (original sales invoice).
 - it remains in a residence or facility located in Canada or the USA.
 - the serial number is clearly identifiable and has not been removed, altered or defaced.
 - the owner notifies the authorized dealer or Bodyguard Fitness within 30 days after the date of discovery of any nonconformity
- The warranty does not cover damage, failure, operational noise or irregular performance caused by:
 - electrical wiring not in compliance with electrical codes or Bodyguard Fitness' user manual specifications.
 - accident, misuse or abuse.
 - improper leveling, alignment, installation, service or calibration or any unapproved modifications.
 - 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, deck and walking belt maintenance and rotating of wheels.
- This limited warranty does not cover:
 - general wear on parts including but not limited to the following: walking belts, drive belts, decks, foot rails, handrails, handles, grips, foot pads, pedal straps, wheels, elliptical rails, buttons/keys, seat materials such as coverings and backs.
 - consumables and cosmetic parts, including but not limited to the following: batteries, stickers, and labels.
 - software (including EPROM and version upgrades).
 - products or accessories not included in the original packaging that can be used with Bodyguard Fitness equipment. e.g. iPads, mobile phones, iPods, headphones etc.
 - travel charges/surcharges (tolls etc.) charged by service providers
- The Bonus Wear Warranty covers the following **original** parts for general wear causing irregular product performance that occurs during normal operation.

Parts Covered: walking belts, drive belts, decks and wheels.

The Bonus Wear Warranty is above and beyond the Limited Parts Warranty, which covers parts for defects in materials and workmanship only.

In order to qualify for the Bonus Wear warranty, units must be correctly maintained as outlined in the General Maintenance section of the user manual. Parts replaced under the Bonus Wear Warranty will be only covered by the limited parts warranty (defects in material & workmanship) for the remainder of the original period.

Important: The Limited Labor Warranty does not cover parts replaced under the Bonus Wear warranty, only replacement parts and shipping are covered.

Disclaimer and Release

The warranties provided herein are the exclusive warranties given by Bodyguard Fitness 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. Bodyguard Fitness 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. Bodyguard Fitness 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 Bodyguard Fitness 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 Bodyguard Fitness 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. Bodyguard Fitness labor warranty service may be obtained by contacting Bodyguard Fitness or the authorized dealer from whom the product was purchased. Bodyguard Fitness compensates service providers for labor warranty repairs at the customer's location. Extra travel charges may apply. These shall be the sole and exclusive remedies of the buyer for any breach of warranty.

Exclusion of consequential and incidental damages.

Bodyguard Fitness 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.