

# ICON HEALTH AND FITNESS, INC AUSTRALIAN LIMITED WARRANTY

Warranty Periods

| WARRANTY BY PRODUCT       |                        |                      |                      |                      |
|---------------------------|------------------------|----------------------|----------------------|----------------------|
| Treadmills                | NordicTrack            | Proform              | Weslo                | Weider               |
| Frame                     | Lifetime               | Lifetime             | 10 years             |                      |
| Motor                     | Lifetime               | Lifetime             | 1 year               |                      |
| Electronics               | 1 year                 | 1 year               | 1 year               |                      |
| Other Parts               | 1 year                 | 1 year               | 1 year               |                      |
| Labour                    | 1 year                 | 1 year               | 1 year               |                      |
| Bikes, Ellipticals, Rower | s & Vibration machines |                      |                      |                      |
| Frame                     | Lifetime               | 10 years             | 10 years             |                      |
| Electronics               | 1yr parts/1yr labour   | 1yr parts/1yr labour | 1yr parts/1yr labour |                      |
| Strength Equipment        |                        |                      |                      |                      |
| Frame & Hardware          | 1yr parts/1yr labour   | 1yr parts/1yr labour | 1yr parts/1yr labour | 1yr parts/1yr labour |

# For Customer Care – Please call 1800 993 770

The warranty period applying to each product are as set out in the table above and include:

- (a) As to treadmill frames Weslo branded treadmills have a 10 year warranty, all other treadmills have a lifetime warranty.
- (b) As to treadmill motors NordicTrack and Proform branded treadmills have a lifetime warranty. Electronics and components (other than motors and frames) for treadmills, exercise bikes, cross trainers, gyms, vibration machines and benches are warranted within (1) year from the date of purchase of the product.
- (c) The limited warranty includes the cost of labour within (1) year from date of purchase. All services after (1) year will incur a labour charge.

### **Terms and Conditions**

#### 1. Warnings

- 1.1. All warnings, safety precautions, owners' instructions, terms and conditions must be read and understood prior to assembly and use of this product.
- 1.2. Do not use the product for anything other than its intended use. This product is for personal household or domestic use only.
- 1.3. Do not use the product if it has missing parts.
- 1.4. Do not use the product if it is damaged.
- 1.5. Do not use product if it is wet or rusted.
- 1.6. Do not allow young children or infirm persons to use the product.
- 1.7. Do not assemble or use the product on unsteady, slippery or soft ground. The product must be assembled and used on a dry, flat, solid and steady ground with adequate clearance from any hazards or surrounding walls which could interfere with the safe operation of the product.
- 1.8. Keep young children away from the product at all times. Contact with moving surfaces on treadmills and ellipticals may result in severe friction burns.
- 1.9. Keep any bolts, washers, screws and other small items, which can be swallowed, out of reach of children.
- 1.10. Regularly inspect the product for any damage. If damaged in any way, immediately cease use of the product.
- 1.11. The installation of an electrical safety switch is highly recommended for electrical products.
- 1.12. Keep all electrical products unplugged when not in use.
- 1.13. Prior to beginning any exercise routine, Icon Health and Fitness, Inc ("ICON") recommends that you seek medical clearance from a qualified medical practitioner.

# 2. Warranty

- 2.1. Subject to the terms set out below, ICON warrants that the product is free from defects in materials and workmanship, under normal use and service conditions, if the product has been:
  - operated in accordance with the instructions; and
  - used exclusively for personal household or domestic use.
- 2.2. The warranty will not apply if the product has been used for private or public club, institutional, rental or commercial purposes unless expressly agreed by ICON in writing.
- 2.3. The warranty is limited to the original purchaser ("**purchaser**") and is not transferable.
- 2.4. The warranty begins on the date of first purchase from ICON and continues for the period applying to the product as set-out in the table above.
- 2.5. Proof of purchase in a form acceptable to ICON must be presented to make a warranty claim. It is the responsibility of the purchaser to establish the validity and period of the warranty by verifying the purchase date by production of the original purchase receipt. This warranty will not apply unless satisfactory proof of purchase can be provided.
- 2.6. To the extent permitted by law, neither ICON nor its agents or employees shall be liable for the loss of use of any product, loss of time, inconvenience, commercial loss or any other indirect, consequential, special or incidental loss or damage due to breach of the warranty or any implied warranty. Except to the extent prohibited by applicable law, any implied warranty as to merchantability or fitness for a particular purpose is excluded.
- 2.7. The purchaser is not entitled to the return of any parts or products replaced under this warranty.
- 2.8. Any warranty exceeding 1 year is for parts only and does not include labour which will be separately charged.
- 2.9. All service will be performed during normal working hours by ICON's authorised service provider. Where equipment is required to be serviced outside the normal servicing hours, an additional fee may apply.
- 2.10. Any warranty replacement parts shall be warranted for the remainder of the warranty term applying to the product.

#### 3 Warranty Exclusions

3.1 Without limiting any statutory rights which may be available to consumers in respect of the product, this warranty will not apply to:

- any repair of the product not authorised by ICON;
- any product used as a floor display or not covered by an original manufacturer's warranty, for example any used, reconditioned or demonstration product sold "as is";
- any product used other than in accordance with the instructions provided by ICON;
- any product used other than for its designed, recommended or intended purpose;
- any product which is incorrectly installed or set up;
- any product damaged during installation (unless installed by an ICON approved installer);
- any product owned or used outside Australia;
- damage to the product from failure to perform the recommended maintenance as detailed in the instructions, user's manual and/or warranty provided with the product;
- any defects caused by accidents, natural disasters, lightning, water, fire, wind, storms or caused by abuse or theft of the product or in the case of electrical products, is due to surges in the electrical power to which the product is connected;
- any product used for commercial or rental purposes;
- any product stored or used outdoors;
- normal wear and tear of the product;
- damage caused through incorrect adjustment to treadmill walking belts, drive belts, bike handle bars, seats and pedals;
- damage (including rust) caused by usage or storage in the incorrect environment and contrary to the recommendations contained in the instructions or user's manual supplied with the product;
- any adaptation or changes to the product which are not in accordance with the instructions or user's manual supplied with the product;
- if the serial number is removed, altered, or defaced, this warranty is void;

- damage resulting from:
  - transportation;
  - > abuse, misuse, excessive use, failure to follow instructions, improper or abnormal usage;
  - > alteration, modification, defective installation, maintenance or repair of the product;
  - > any power supply fault in ancillary equipment used with the product;
  - > pests, mice, cockroaches or other insects;
  - > the entry of foreign matter into the product including liquid, moisture or dirt;
  - > repairs not provided by an ICON authorised service provider; and
  - salt build-up or rust corrosion.
  - any product ICON reasonably believes has been stolen;

3.2. The warranty excludes expendable parts such as paint and finish.

3.3. Except as expressly set out in this warranty, ICON makes no other warranties expressed or implied including any implied warranties of merchantability or fitness for a specific purpose. The warranty set out in this document is the exclusive warranty provided by ICON and supersedes any prior, contrary or additional representations whether oral or written. ICON expressly disclaims all warranties not stated in this warranty. To the extent permitted by law, any implied warranties imposed by law are limited to the terms of this warranty.

#### 4. Warranty claims

- 4.1 Prior to making any warranty claim, you should seek diagnostic assistance by calling the toll free number, **1800 993 770** or email <u>australiacc@iconfitness.com</u>.
- 4.2 Should the problem not be solved by phone or email, where the product is within the geographic area set out in clause 4.6, ICON will arrange a warranty service by an authorised technician. This may require ordering and replacement of parts prior to the technicians visit. Proof of purchase must be provided prior to a technicians visit being arranged. Otherwise the product must be returned in accordance with clause 4.6.
- 4.3 Upon the technician servicing the equipment, ICON may at its sole discretion elect to:
  - replace the product or supply an equivalent product;
  - repair the product; or
  - refund the purchase price of the product or pay the cost of replacing the product.
- 4.4 In the event that ICON elects to replace the item, ICON may require the customer to return the item to the place of purchase to receive their exchange.
- 4.5 If ICON provided the initial installation then, and only then, will ICON provide a re-installation service. This warranty does not extend to any costs associated with the installation, de-installation or re-installation of a product. It also excludes all damage relating to transporting or incorrect assembling of the product.
- 4.6 Once a warranty claim has been validated in accordance with the above procedures:
  - In-home warranty service is available within 70kms of these capital cities, namely Sydney, Melbourne, and Brisbane. (Or 35km from store, whichever is greater)
  - Outside of these Australian capital cities in-home service is only available within 35km of the place of purchase otherwise the product may be returned to the place of purchase for warranty repairs. Shipping of the product would be at the owner's expense. Please check with your retailer as to the specific arrangements.
  - Where the customer requires a product to be serviced outside of our warranty service area we reserve the right to charge the customer an additional travel fee to cover the technicians travel expenses. This does not guarantee service will be available outside of the warranty service area but we will quote and assist where we can.
- 4.7 ICON is not responsible for the costs of freight, postage, insurance or lost or misdirected products. The customer will pay the costs of returning the product to the place of purchase or ICON's authorised service provider.

# 5 YOU SHOULD SAVE YOUR RECEIPT AS PROOF OF PURCHASE AND A COPY OF THESE TERMS AND CONDITIONS FOR FUTURE REFERENCE.