

WARRANTY AGAINST DEFECTS



The Cardio Club Store and its successors and assigns ("the Seller") provides the following limited warranty against defects to:

("the Customer") *[Insert Customer's Name In Box Above]*

[Enter Length of Warranty In Box Above]
Enter 10-days- If No Extended Warranty

1 WHAT THIS WARRANTY RELATES TO

- 1.1 This warranty relates to any defect in any workmanship which becomes apparent and is reported to the Seller in accordance with 4.1
- 1.2 The conditions applicable to the warranty given by clause 1.1 are:
- (a) the warranty shall not cover any defect or damage which may be caused or partly caused by or arise through:
 - (i) the Customer failing to properly maintain or store any Goods; or
 - (ii) the Customer using the Goods for any purpose other than that for which they were designed unless such use with any particular accessory had been specifically approved (prior to commencement of the warranty period) by the manufacturer; or
 - (iii) the Customer continuing the use of any Goods after any defect became apparent or should have become apparent to a reasonably prudent operator or user; and
 - (iv) the Customer failing to follow any instructions or guidelines provided by the Seller for the Goods;
 - (v) damage to the Goods where fitting, installation, repairs, modification or alteration of the Goods is carried out by an unauthorized agent without the Seller's consent;
 - (vi) fair wear and tear (including but not limited to paint damage), any accident, or act of God;
 - (vii) Travel expenses.
 - (b) in respect of all claims the Seller shall not be liable to compensate the Customer for any delay in either replacing or remedying the workmanship or in properly assessing the Customer's claim.

2 WHAT THE SELLER WILL DO TO HONOR THE WARRANTY

- 2.1 The Seller will repair any defect but will be limited to supply only of the replacement parts or repair faulty components or Goods sold by the manufacturer which have been damaged as a result of the faulty workmanship. It does not extend to any other loss or damage including consequential loss or damage or loss to other property or persons.
- 2.2 Any work required to be completed in addition to fixing the Defect are the responsibility of the Customer. Additional works shall include any disassembling and reassembling required in order to assess or rectify the defect.

3 WHAT THE CUSTOMER MUST DO TO CLAIM THE WARRANTY

- 3.1 To claim the benefit of the warranty, the Customer will need to:
- (a) present the defective Goods to the Seller for inspection, including inspection for defective workmanship, or otherwise provide evidence of the claimed Defect, including written explanation of defect and photo evidence of defect; and
 - (b) provide evidence of proof of purchase upon request by the Seller.
- 3.2 At no time will a warranty be transferable. Any warranty offered is made only to the original Customer who must produce the original sales receipt at the point of submitting a warranty claim.
- 3.3 The defective product may need to be returned to The Cardio Club Store for assessment and repair. If repairs and assessments are made on premise, this may incur a travel charge not covered by The Cardio Club Store if it is determined that the defect is caused by abuse or misuse of the equipment.
- 3.4 The claim listed in clause 3.1 may be made in person, or the claim may be sent to the address listed on this form, including the particulars required under clauses 3.1(a) and 3.1(b).
- 3.5 The appropriate form for making a claim for warranty is attached and must be used whether the claim is being made in person or mailed to the address on this form.
- 3.6 The Customer acknowledges and accepts that all warranty claims will be dealt with by the Seller during the normal hours, Monday-Friday. In the event that the Seller is required to provide the Services urgently, that may require the Seller's staff to work outside normal business hours (including but not limited to working, after hours, weekends and/or Public Holidays) then the Seller reserves the right to charge the Customer additional labor costs (penalty rates will apply), unless otherwise agreed between the Seller and the Customer.

4 DURATION OF WARRANTY

- 4.1 The expressed warranty will cease in respect of the Goods supplied from the date the Customer takes delivery of the Goods in accordance with **ACCEPTANCE OF GOODS CLAUSE*** or at the time of purchase whichever is agreed upon.
- 4.2 If a Defect does not materialise in the Goods/Services prior to the date provided in clause 4.1, the Seller will have no liability to the Customer under this Warranty Against Defects and the Customer releases the Seller from all claims for loss or damage in any way connected with the Goods/Services from that date.
- 4.3 A longer four year warranty can be purchased from Hustler under the same terms and conditions.

5 RESPONSIBILITY FOR COSTS OF CLAIM

- 5.1 The Seller is responsible for the costs directly associated with repairing the Defect only.
- 5.2 Any works required to be completed under clause 2.2, which are in addition to those directly related to rectification of a Defect, will be at the cost of the Customer.

6 RIGHTS AT LAW

- 6.1 The benefits given to the Customer under this warranty are in addition to other rights and remedies of the Customer at law in relation to the Goods/Services.
- 6.2 The Seller's Goods/Services come with guarantees that cannot be excluded under Consumer Law. The Customer is entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. The Customer is also entitled to have the Goods/Services repaired or replaced if the Goods/Services fail to be of acceptable quality and the failure does not amount to a major failure.

***ACCEPTANCE OF GOODS:** No claims that the ordered Goods are non-conforming or damaged will be recognized unless made in writing to The Cardio Club Store within ten (10) days of delivery. If no such claim is made, the Goods shall be deemed to have been accepted by Customer. By accepting the Goods, Customer acknowledges that The Cardio Club Store performance has fully satisfied all terms, conditions and specifications of the Purchase.

The Cardio Club Store
5715 Southfront Rd, Livermore, CA 94550
Fax: (408) 608-2999
Email: support@thecardioclubstore.com

APPLICATION FOR WARRANTY CLAIM



- 1) Fill out details
- 2) Email or fax (DO NOT MAIL FORM) to The Cardio Club Store, **INCLUDING** specific photos
- 3) The Cardio Club Store will respond with approval or advise otherwise
- 4) If approved, The Cardio Club Store will provide you a Claim Number and further instructions

Claim Number: _____

Machine Type: _____ Purchase Date: _____

Machine Model: _____ Date of Failure: _____

Machine Serial No: _____ Date of Repair: _____

Claim Type/Description: _____

Owner Details:

Name: _____

Address: _____

Email: _____

Phone: _____

I hereby declare that the information provided above is true and correct and to the best of my knowledge and belief I have complied with all conditions of the warranty.

Customer Signature: _____

Date: _____

Approved by The Cardio Club Store Authorized Representative:

Authorized Signature: _____

Date: _____

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