



WARRANTY TERMS AND CONDITIONS

PLEASE READ THESE WARRANTY TERMS AND CONDITIONS CAREFULLY BEFORE USING YOUR **ONLY IMPORTS** Pty Ltd BODY SCIENCE™ OR BODYBUILDER™ PRODUCT. BY USING THE EQUIPMENT, YOU ARE CONSENTING TO BE BOUND BY THE FOLLOWING WARRANTY TERMS AND CONDITIONS.

Limited Warranty.

Only Imports Pty Ltd warrants all new equipment to be free from defects in materials and manufacture for the warranty period set forth below. The warranty period commences on the invoice date of 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 make claim under warranty, the buyer must notify Only Imports Pty Ltd via their authorized dealer within 30 days after the date of discovery of any nonconformity and make the affected product and this warranty claim form available for inspection by Only Imports Pty Ltd, its dealer or its nominated service representative. Only Imports Pty Ltd obligations under this warranty are limited and set forth below.

Warranty Periods and Coverage

All New Equipment, used in the home, is warranted for the following periods:

	<u>Treadmills</u>	<u>All Other Equipment</u>
• Frames and Welds	Two Years	One Year
• Parts	Two Years	One Year
• Motor Burn out	Ten Years	One Year

All claims and warranty issues are to be referred to your Original place of purchase.

Conditions and Restrictions

This warranty is valid only in accordance with the conditions set forth below:

1. The warranty applies to Body Science™ and Body Builder™ products only in Australia and while:
 - a. It remains in the possession of the original purchaser and proof of purchase is demonstrated.
 - b. It has not been subjected to accident, misuse, abuse, improper service, or non - Only Imports Pty Ltd modifications.
 - c. Claims are made within the warranty period.
 - d. A copy of this warranty agreement together with a copy of the original invoice has been lodged by post /fax to Only Imports Pty Ltd.
2. This warranty does not cover damage or equipment failure caused by electrical wiring not in compliance with electrical codes or Only Imports Pty Ltd owner's manual specifications, or failure to provide reasonable and necessary maintenance as outlined in the owner's manual.
3. Warranty of all Only Imports Pty Ltd products applies to residential use only and is void when products are used in a non residential environment or installed in a country other than where sold.

This Limited Warranty shall not apply to:

1. Cosmetic items, including, but not limited to the following: grips, seats, and labels.
2. Repairs performed on Only Imports equipment missing a serial number or with a serial tag that has been altered or defaced.
3. Service calls to correct installation of the equipment or instruct owners on how to use the equipment.
4. Pickup, delivery, or freight charges involved with repairs.
5. Any labour costs incurred in fitting parts supplied by Only Imports Pty Ltd.

(Only Imports Pty Ltd assumes and bears no responsibility for any cost, injury or damage, either directly or incidentally that occurs during the installation of parts supplied by Only Imports Pty Ltd)

6. Motor bearing or brush failure after the initial two year period.

Exclusive Remedies

For any product described above that fails to conform to its warranty, Only Imports Pty Ltd will provide, at their option, one of the following:

(1) Parts (2) Replacement or (3) refund of the purchase price.

Only Imports Pty Ltd Limited Warranty service may be obtained by contacting the authorized dealer from whom you purchased the item.

THESE SHALL BE THE SOLE AND EXCLUSIVE REMEDIES OF THE BUYER FOR ANY BREACH OF WARRANTY.

Disclaimer and Release

The warranties provided herein are the exclusive warranties given by Only Imports Pty Ltd 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 GIVEN ABOVE FOR THOSE SAME PARTS. ONLY IMPORTS PTY LTD HEREBY DISCLAIMS AND EXCLUDES THOSE WARRANTIES THEREAFTER.

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

ONLY IMPORTS PTY LTD 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 ONLY IMPORTS PTY LTD 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 above fails of its essential purpose.

Exclusion of Consequential and Incidental Damages

ONLY IMPORTS PTY LTD 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 COST INCURRED BY BUYER (BY WAY OF CORRECTION OR OTHERWISE) OR ANY OTHER INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, WHETHER RESULTING FROM NONDELIVERY 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.

Complete this portion, make copy, send copy to Only Imports and retain original for your records.

Customer Information:	
First Name:	
Last name:	
Street Address:	
City:	
Country:	
Postal Code:	
Phone:	
Email:	
Product Information:	
Product Type:	
<small>(ie: Treadmill, Exercise Bike, Elliptical, Rower etc)</small>	
Product Model	
<small>(ie: T300, Mx15, Sma518U, SD800U etc)</small>	
Serial Number	
Purchase Information	
Date of Purchase:	
Store Name:	
Invoice Number:	
Customer Signature:	

Privacy and Collection Statement

Our Commitment to Privacy

Only Imports Pty Ltd, the Company, is bound by the Privacy Amendment (Private Sector) Act under the Commonwealth Privacy Act 1988 and respects your concerns about maintaining strict privacy. Any information that you divulge to us in the registration of this Warranty document is kept in confidence.

Use of Information

Any personal information provided to the Company will only be used for processing and honoring warranty obligations. Failure to disclose relevant information may result in Only Imports Pty Ltd being unable to honor these warranty obligations.

Only Imports Pty Ltd

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