



PEAK® PILATES, INC.

LIMITED METAL LINE WARRANTY

fit™ reformer:

PEAK® PILATES, INC. WARRANTS TO THE ORIGINAL PURCHASER THAT OUR EQUIPMENT WILL BE FREE FROM DEFECTS IN WORKMANSHIP AND MATERIALS. THIS WARRANTY DOES NOT COVER LABOR CHARGES ASSOCIATED WITH REPLACING COVERED COMPONENTS. PART(S) REPAIRED OR REPLACED UNDER THE TERMS OF THIS WARRANTY WILL BE WARRANTED FOR THE REMAINDER OF THE ORIGINAL WARRANTY PERIOD ONLY. THIS WARRANTY BECOMES EFFECTIVE UPON THE INVOICE DATE OF THE ORIGINAL PURCHASE FROM AN AUTHORIZED PEAK PILATES® DEALER ONLY. PEAK PILATES® RETAINS THE RIGHT TO EITHER REPAIR, REPLACE OR REFUND THE PRICE OF ANY DEFECTIVE COMPONENTS UNDER THIS WARRANTY.

THIS PRODUCT CARRIES A THREE-YEAR LIMITED WARRANTY ON THE FRAME STRUCTURAL COMPONENTS. ALL OTHER COMPONENTS, WITH THE EXCEPTION OF THE UPHOLSTERY, ROPES, FOOT STRAP AND DOUBLE LOOPS ARE COVERED BY A ONE YEAR LIMITED WARRANTY. IF A FAILURE DUE TO WORKMANSHIP AND/OR MATERIALS OCCURS, WE WILL, AT OUR DISCRETION, REPAIR OR REPLACE THE DEFECTIVE COMPONENTS. UPHOLSTERY, ROPES, FOOT STRAP, AND DOUBLE LOOPS ARE WARRANTED AGAINST DEFECTS IN WORKMANSHIP AND/OR MATERIALS FOR 90 DAYS. THIS WARRANTY REFERS TO THE PEAK PILATES® FIT™ REFORMER AND COVERS MATERIALS ONLY.

LIMITATIONS AND EXCLUSIONS

THIS LIMITED WARRANTY DOES NOT APPLY TO NORMAL WEAR AND TEAR, COSMETIC DAMAGE, IMPERFECTIONS THAT ARE WITHIN DESIGN SPECIFICATIONS 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 THE FIT™ REFORMER, IMPROPER INSTALLATION OR IMPROPER OPERATION. IN ADDITION, ALTERATION OR MODIFICATION OF THE PRODUCT.

TO ORDER REPLACEMENT PART(S), THE ORIGINAL PURCHASER MAY CONTACT PEAK® PILATES, INC. PRODUCT SUPPORT AT (800) 847.7746. PROOF OF PURCHASE MAY BE NEEDED IN ORDER FOR PEAK® PILATES, INC. TO VERIFY WARRANTY COVERAGE AND ISSUE A RETURN MATERIALS AUTHORIZATION (RMA) NUMBER. PARTS BEING RETURNED TO PEAK® PILATES, INC. FOR WARRANTY CREDIT MUST BE SHIPPED PREPAID, ACCOMPANIED BY A PACKING LIST OR TAG BEARING THE RMA NUMBER AND THE CUSTOMER NAME. NO CREDIT WILL BE ISSUED FOR PARTS RETURNED WITHOUT PRIOR AUTHORIZATION FROM MAD DOGG ATHLETICS, INC. TO NOTIFY PEAK® PILATES, INC. OF DAMAGES THAT OCCURRED DURING SHIPPING YOU MUST DO SO WITHIN 48 HOURS OF RECEIPT OF GOODS.

PEAK® PILATES, INC. RESERVES THE RIGHT TO REVIEW DEFECTIVE PART(S). ALL COSTS OF SHIPPING DEFECTIVE PART(S) TO AND FROM PEAK® PILATES, INC. FOR INSPECTION SHALL BE BORNE SOLELY BY THE ORIGINAL PURCHASER. ANY REPAIR OR MODIFICATION OF DEFECTIVE PART(S) BY ANYONE OTHER THAN A PEAK® PILATES, INC. TECHNICAL REPRESENTATIVE OR AUTHORIZED SERVICE PROVIDER WILL VOID THIS WARRANTY. IF PEAK® PILATES, INC.

DETERMINES, IN ITS SOLE DISCRETION, THAT IT IS IMPRACTICAL TO SHIP DEFECTIVE PARTS BACK TO PEAK® PILATES, INC. PEAK® PILATES, INC. MAY DESIGNATE, IN 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 REPAIR FACILITY AND OF SUCH ESTIMATE SHALL BE BORNE SOLELY BY THE ORIGINAL PURCHASER. DEFECTIVE PART(S) MUST REMAIN AVAILABLE FOR INSPECTION UNTIL THE CLAIM IS FINALIZED. WHENEVER CLAIMS ARE SETTLED, PEAK® PILATES, INC. RESERVES THE RIGHT TO BE SUBROGATED UNDER ANY EXISTING INSURANCE POLICES THE CLAIMANT MAY HAVE.

DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED 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 PEAK® PILATES, INC. TO THE PURCHASER WITH RESPECT TO CONTRACT, NEGLIGENCE, ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES BASED UPON 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. WARRANTIES OUTSIDE OF THE US MAY VARY.

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