



## M2 TREADMILLS (the “Landice Products”)

### LIMITED FIVE YEAR HOME WARRANTY

Landice, Inc. (“Landice”) provides a limited warranty relative to the Landice Products for the original owner covering any defect in materials and workmanship, as detailed herein. This limited warranty provides that defective parts will be repaired or replaced at Landice’s sole discretion at no charge for parts and labor, as detailed herein.

#### Limited Warranty

**The limited warranty applies to the original owner as long as the Landice Product is used in a proper residential environment for personal use only and remains in the USA. The limited warranty is not assignable and cannot be resold by the original owner. This limited warranty gives you specific legal rights and you may also have other rights, which vary from State to State.**

To ensure the quality of Landice’s service, this limited warranty is contingent on the conditions detailed herein. The limited warranty applies to the Landice Product only if:

- Landice, in its sole discretion, confirms that the Landice Product is possessed by the original owner either through product registration completed online at [landice.com/pages/Landice-product-registration-form](https://landice.com/pages/Landice-product-registration-form) OR proof of purchase showing purchase was made within the last two (2) years from the Landice Product manufacturing date.
- the original owner provides video and/or photographs of the Landice Product at Landice’s request.
- the Landice Product has not been subjected to non-Landice Authorized Dealer/Technician service including self-repair, or any other modifications or alterations that are unauthorized or not recommended by Landice.
- limited warranty claims are made within the limited warranty period.
- limited warranty coverage is not excluded as described in “Limited Warranty – Exclusions”.

#### Parts & Labor

Landice makes the final decision in its sole discretion whether a part is defective. A part is not defective if Landice determines in its sole discretion that the defect does not materially impair the mechanical functionality of the Landice Product. Parts will be issued only to a Landice Authorized Dealer/Technician for repair and/or replacement. Defective components may be requested to be returned to Landice within thirty (30) days of completion of service. In certain limited circumstances, Landice may require that the defective components be returned to Landice prior to service. Landice will use reasonable efforts to obtain necessary parts required for repair under the terms of the limited warranty. Landice has fulfilled its obligation under the limited warranty if a necessary part is no longer available after reasonable efforts (including obtaining the part at a reasonable cost) are made to obtain the part. Parts repaired or replaced under the terms of this limited warranty will be warranted for the remainder of the original limited warranty period only.

Landice Authorized Dealer/Technician will only install/service Landice Products within a sixty (60) mile driving radius of a Landice Authorized Dealer/Technician's physical retail location. In cases of uncertainty, Internet-based driving directions will be used to determine mileage. Service/installation cost and responsibility beyond the sixty (60) mile driving radius of a Landice Authorized Dealer/Technician's physical retail location or above the Landice customary rate is the original owner's responsibility. Landice, at its sole discretion, may cover the cost of shipping and handling of replacement parts.

Labor coverage is paid directly to the Landice Authorized Dealer/Technician only. For a period of one (1) year, Landice will directly reimburse the Landice Authorized Dealer/Technician according to the terms, rates and conditions in effect at the time of service for labor. This limited warranty does not cover customer instruction, installation, setup or adjustments. Your Landice Authorized Dealer/Technician may still charge you for those services.

### **Timing**

This Landice limited warranty covers the **M2 TREADMILLS**, as follows from the date of purchase by the original owner for the timeframes specified (as applicable):

<b>FRAME</b>	<b>LIFETIME</b>
<b>PARTS</b>	<b>5-YEAR</b>
<b>CONSOLE</b>	<b>1-YEAR</b>
<b>LABOR</b>	<b>1-YEAR</b>

Floor models, demonstration units, and stored units purchased over one (1) year from the date of manufacture shall carry the remaining parts warranty.

### **Using the Limited Warranty**

The limited warranty is provided by Landice, Inc. Please contact the Warranty Department located at the address below to process your limited warranty claim: 111 Canfield Avenue, Suite A-1, Randolph, NJ 07869. Questions about the limited warranty should be e-mailed to: [sales@landice.com](mailto:sales@landice.com) or [service@landice.com](mailto:service@landice.com)

Register your Landice Product here following purchase:  
[landice.com/support/product-registration](http://landice.com/support/product-registration)

The limited warranty can also be found online at [www.landice.com/warranties](http://www.landice.com/warranties)

### **Limited Warranty - Exclusions**

The limited warranty does not cover:

- damage or failure due to improper maintenance or lack of reasonable and necessary maintenance as outlined in the user manual, including any failure to follow operating instructions in user manual. The original owner agrees and acknowledges that it has an obligation to keep the Landice Product in good working order by completing approved general care/maintenance. Failure to complete approved general care/maintenance invalidates any limited warranty coverage.
- noise, vibrations, scratches, peeling, dents or other cosmetic conditions that in the sole discretion of Landice do not materially impair the mechanical functionality of the Landice Product.
- Internet connectivity to the Landice Products or any third party application. This restriction applies to services, such as those provided by an Internet service provider (ISP), and also to hardware related to Internet connectivity, such as Ethernet cabling, routers, servers and switches.
- software defects, software updates, and software version upgrades that do not materially impair the mechanical functionality of the Landice Product. This includes third party application software defects, software upgrades, and software version upgrades.
- damage due to over-tightened or misaligned components, including but not limited to drive belts, treadbelts, folding mechanisms, and screws.
- any treadbelt tensioning and tracking.
- incorrect connection of signal leads or incorrect supply and failure or improper use of any electrical source, including but not limited to the improper use of power cords and/or power strips. Landice Products must be connected to a properly dedicated grounded wall outlet only.
- performance of the heart rate system and/or monitor, as the heart rate system performance varies, based on the user's physiology, age, method of use and other factors.
- part replacements or repairs due to normal wear and tear, unless tied to a breakdown, and items normally designed to be periodically replaced by the original owner during the life of the Landice Product, including but not limited to batteries, console overlays, handle grips, heart rate transmitter, USB port, etc.
- Landice Products with removed or altered serial numbers.
- any Landice Products used in a commercial setting (including Landice Products used in connection with any professional service) or rental basis.
- nonfunctional parts including but not limited to motor covers, protective shrouds, any plastic coverings, cosmetic touch surfaces, water bottle holders, entertainment racks, and external equipment such as power cords, equipment mats, etc. Nonfunctional parts are those parts that, if missing or broken, do not materially impair the mechanical functionality of the Landice Product.
- cost of installation, set-up, diagnostic charges, removal or reinstallation of the Landice Product.
- accessories used in conjunction with the Landice Product.
- loss of data or any mechanical breakdown or damage caused by a computer or software virus.
- damage or failure due to moving the Landice Product.
- service where no problem can be found.
- modifications to meet changes in federal, state or local codes and regulations.
- incidental, consequential or secondary damages or delay in rendering service under this limited warranty, or loss of use or time during the period that the Landice Product is at a Landice Authorized Dealer/Technician or otherwise awaiting parts.
- damage or failure due to storage and/or use of the Landice Product in any location that is not climate controlled, such as but not limited to garages, outdoor settings, porches, pool rooms, saunas, bathrooms, car ports or outdoors.
- loss or damage caused by war, invasion or act of foreign enemy, hostilities, civil war, rebellion, riot, strike, labor disturbance, lockout, or civil commotion.
- any loss other than a covered loss under the limited warranty.
- damage or failure due to accident, abuse, misuse, mishandling, negligence, corrosion, rust, excessive lubrication, discoloration of paint or plastic, neglect, theft, vandalism, insects, animals, stains, fluids, mold, cuts, burns, fire, sand, dirt, hail, windstorm, earthquake, water, flood, wind, lightning, freezing, or other natural disasters of any kind, acts of God, power reduction/abnormal variation/fluctuation or failure from whatever cause, unusual atmospheric conditions, extreme

temperature, collision, or introduction of foreign objects into the Landice Product including but not limited to non-Landice parts.

- damage based on continued use of the Landice Product following original owner's recognition or knowledge of a defect.

## **LIMITATION OF REMEDIES**

The original owner's exclusive remedy is limited to repair or replacement of any component deemed by Landice to be defective under the terms and conditions stated herein, except as prohibited by law.

Any attempt to repair Landice Products creates a risk of injury. Landice is not responsible or liable for any damage, loss or liability arising from any personal injury incurred during the course of, or as a result of any repair or attempted repair of Landice Products by anyone. All repairs attempted by any individual on Landice Products are undertaken AT YOUR OWN RISK and Landice shall have no liability for any injury to the person or property arising from such repairs. Landice Authorized Dealers and Service Providers are NOT Landice employees. Landice Authorized Dealers and Service Providers shall be solely responsible for their own acts and any damage, loss or liability arising from any and all personal injury or property damage that they may cause. Landice takes no responsibility for any damage, loss or liability arising from any and all personal injury or property damage of any Landice Authorized Dealers or Service Providers, all of which are expressly disclaimed.

Landice is not responsible or liable for indirect, special, incidental or consequential damages, economic loss, loss of property, profits, revenue, data, privacy, loss of enjoyment or use, or other consequential or punitive damages of whatsoever nature (regardless of the theory of liability, including without limitation, product liability, negligence or other tort) in connection with the purchase, use, repair or maintenance of the equipment. Landice does not provide monetary or other compensation for any such repairs or replacement parts costs, including but not limited to gym membership fees, work time lost, diagnostic visits, maintenance visits or transportation. This exclusion and limitation shall apply even if any remedy fails of its essential purpose. **Some States do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.**

## **SOLE AND EXCLUSIVE WARRANTY**

The preceding limited warranty is the sole and exclusive warranty made by Landice. They supersede any prior, contrary or additional representations, whether oral or written. No agent, representative, dealer or employee has the authority to alter or increase the obligations or limitations of this limited parts warranty. **Any implied warranties, including the WARRANTY OF MERCHANTABILITY and FITNESS FOR A PARTICULAR PURPOSE, that apply to any parts described above are limited in duration and remedies to the periods of express warranties given above for those same parts. Some States do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.**

**ALL DISPUTES ARE ADJUDICATED BY THE LAWS OF THE STATE OF NEW JERSEY, EXCLUDING ANY CONFLICT OF LAW PRINCIPLES.  
PARTIES DESIGNATE MERCER COUNTY, NEW JERSEY TO BE THE SOLE EXCLUSIVE JURISDICTION AND VENUE FOR ALL DISPUTES.**