

BACKCARE TRAINER LLC - EQUIPMENT LIMITED WARRANTY

EFFECTIVE JANUARY 1, 2009

PLEASE READ THESE WARRANTY TERMS AND CONDITIONS CAREFULLY BEFORE USING YOUR BACKCARE TRAINER PRODUCT. BY USING THE EQUIPMENT YOU ARE CONSENTING TO BE BOUND BY THE FOLLOWING WARRANTY TERMS AND CONDITIONS.

LIMITED WARRANTY:

BACKCARE TRAINER WARRANTS ALL NEW BACKCARE TRAINER PRODUCTS TO BE FREE FROM DEFECTS IN MATERIALS AND MANUFACTURE FOR THE WARRANTY PERIODS SET FORTH BELOW. THE WARRANTY PERIODS COMMENCE ON THE INVOICE DATE OF THE 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 CLAIM UNDER THIS WARRANTY, THE BUYER MUST NOTIFY BACKCARE TRAINER WITHIN 30 DAYS AFTER THE DATE OF DISCOVERY OF ANY NONCONFORMITY AND MAKE THE AFFECTED PRODUCT AVAILABLE FOR INSPECTION BY BACKCARE TRAINER OR ITS SERVICE REPRESENTATIVE. BACKCARE TRAINER'S OBLIGATIONS UNDER THIS WARRANTY ARE LIMITED AS SET FORTH BELOW.

WARRANTY PERIODS AND COVERAGE:

BACKCARE TRAINER PRODUCT.

- **FOR FRAME: LIFETIME.**
- **FOR PARTS: ONE YEAR.**
- **FOR LABOR: ONE YEAR.**

CONDITIONS AND RESTRICTIONS:

THIS WARRANTY IS VALID ONLY IN ACCORDANCE WITH THE CONDITIONS SET FORTH BELOW:

- 1. THE WARRANTY APPLIES TO THE BACKCARE TRAINER PRODUCT ONLY 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-BACKCARE TRAINER MODIFICATION.**
 - C. CLAIMS ARE MADE WITHIN THE WARRANTY PERIOD.**
- 2. THIS WARRANTY DOES NOT COVER DAMAGE OR EQUIPMENT FAILURE CAUSED BY ELECTRICAL WIRING NOT IN COMPLIANCE WITH ELECTRICAL CODES.**
- 3. BACKCARE TRAINER DOES NOT PAY LABOR OUTSIDE THE UNITED STATES.**
- 4. WARRANTEES OUTSIDE THE UNITED STATES MAY VARY. PLEASE CONTACT BACKCARE TRAINER FOR DETAILS.**

THIS LIMITED WARRANTY SHALL NOT APPLY TO:

- 1. NORMAL WEAR AND TEAR, INCLUDING, BUT NOT LIMITED TO THE FOLLOWING: UPHOLSTERY AND LABELS.**
- 2. REPAIRS PERFORMED ON BACKCARE TRAINER 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 BY OWNERS OR TO INSTRUCT OWNERS ON HOW TO USE THE EQUIPMENT.**
- 4. PICKUP AND DELIVERY INVOLVED WITH REPAIRS.**
- 5. ANY LABOR COSTS INCURRED BEYOND THE APPLICABLE LABOR WARRANTY PERIOD.**

DISCLAIMER AND RELEASE:

THE WARRANTIES PROVIDED HEREIN ARE THE EXCLUSIVE WARRANTIES GIVEN BY BACKCARE TRAINER 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. BACKCARE TRAINER HEREBY DISCLAIMS AND EXCLUDES THOSE WARRANTIES THEREAFTER. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. BACKCARE TRAINER ALSO HEREBY DISCLAIMS AND EXCLUDES ALL OTHER OBLIGATIONS OR LIABILITIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO ANY NONCONFORMANCE 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 BACKCARE TRAINER 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.

EXCLUSIVE REMEDIES:

FOR ANY PRODUCT THAT FAILS TO CONFORM TO ITS WARRANTY, BACKCARE TRAINER WILL PROVIDE, AT THEIR OPTION, ONE OF THE FOLLOWING: (1) REPAIR; (2) REPLACEMENT; OR (3) REFUND OF THE PURCHASE PRICE. BACKCARE TRAINER LIMITED WARRANTY SERVICE MAY BE OBTAINED BY CONTACTING BACKCARE TRAINER. BACKCARE TRAINER COMPENSATES SERVICE TECHNICIANS FOR WARRANTY TRIPS WITHIN THEIR NORMAL SERVICE AREA TO REPAIR EQUIPMENT AT THE CUSTOMER'S LOCATION. YOU MAY BE CHARGED A TRIP CHARGE OUTSIDE THE SERVICE AREA. THESE SHALL BE THE SOLE AND EXCLUSIVE REMEDIES OF THE BUYER FOR ANY BREACH OF WARRANTY.

EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES:

BACKCARE TRAINER 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 COSTS 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 PURPOSES 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. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE.

COMPLETE THIS PORTION AND KEEP FOR YOUR RECORDS:

PURCHASE DATE: _____

PRODUCT MODEL/SERIAL#: _____ EXAMPLE: BCT 1001C

THE PRODUCT MODEL/SERIAL # IS FOUND ON THE ORIGINAL PURCHASE RECEIPT AND ON A LABEL LOCATED ON THE PRODUCT FRAME.