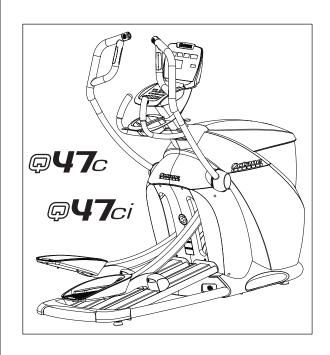
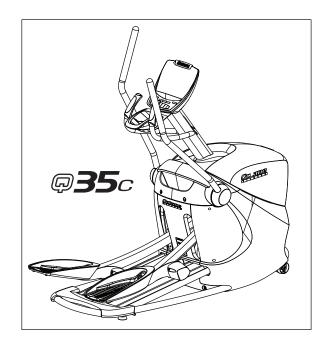
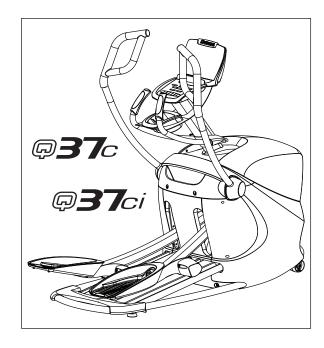


LIMITED CONSUMER WARRANTY Standing Ellipticals







LIMITED CONSUMER WARRANTY Q35c/Q37c/Q37ci/Q47c/Q47ci

NOTE: WARRANTY OUTSIDE OF THE UNITED STATES AND CANADA MAY VARY. THE SERVICE SECTION OF OUR WEBSITE AT WWW.OCTANEFITNESS.COM CONTAINS ADDITIONAL COUNTRY-SPECIFIC WARRANTY INFORMATION/LIMITATIONS WHICH MAY ALTER OR AMEND THE FOLLOWING LIMITED WARRANTY PROVISIONS. PLEASE VISIT THIS WEBSITE TO DETERMINE SUCH WARRANTY PROVISIONS WITHIN YOUR COUNTRY OF RESIDENCE IF YOU RESIDE IN A COUNTRY OTHER THAN THE UNITED STATES OR CANADA.

By purchasing this Octane Fitness® Product, You accept all of these terms and conditions.

Warranty registration: You must register your product with Octane Fitness, LLC ("We" or "Us"). You can register by completing and returning to Octane Fitness the enclosed Warranty Registration Card or register via our web site at www.octanefitness.com.

What is covered: The Octane Fitness Q35c/Q37c/Q37ci/Q47c/Q47ci elliptical (product) is warranted to be free of all defects in material and workmanship.

Who is covered: The original owner of the product or the person the warranty has been transferred to under Octane Fitness transferable warranty program.

What is a transferable warranty: As the original owner, Octane Fitness allows you to transfer the warranty of your product to an individual of your choosing who purchases or is given the product. By filling out a warranty transfer card and sending it to Octane Fitness, the warranty will be transferred. A warranty transfer card is available online at www.octanefitness.com or by calling customer service at 888.OCTANE4. The transferable warranty is not valid to or from commercial settings. The warranty can only be transferred one time.

How long the product is covered: Octane Fitness offers lifetime warranty on the frame of the product. All parts, excluding the detachable Powerbands, are warranted for five (5) years from original date of purchase. Detachable Powerbands are warranted for ninety (90) days from original date of purchase. Labor is covered for one (1) year from original date of purchase. **Warranty outside of the United States and Canada may vary. Please visit www.octanefitness.com** for further information if you reside in a country other than the United States or Canada.

DISCLAIMER OF WARRANTIES: THIS WARRANTY IS YOUR EXCLUSIVE REMEDY. EXCEPT AS SET FORTH HEREIN, WE MAKE NO REPRESENTATIONS OR WARRANTIES REGARDING THE PRODUCT AND WE EXCLUDE AND DISCLAIM, TO THE EXTENT PERMITTED BY APPLICABLE LAW (INCLUDING THE MINNESOTA UNIFORM COMMERCIAL CODE, THE UNIFORM COMMERCIAL CODE OF THE STATE IN WHICH YOU RESIDE, THE SALE OF GOODS ACTS AS ENACTED AND/OR EFFECTIVE WITHIN ANY CANADIAN PROVINCE OR TERRITORY, ANY SIMILAR CIVIL OR COMMERCIAL CODE WITHIN YOUR COUNTRY OF RESIDENCE, AND ANY AMENDMENTS TO ANY OF THE FOREGOING FROM TIME TO TIME), ANY AND ALL IMPLIED WARRANTIES WITH RESPECT TO THE PRODUCT, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY AND/OR CORRESPONDENCE WITH DESCRIPTION.

<u>EXCEPTIONS / LIMITATIONS</u>: In no event shall We be liable to You or any third party for special, indirect, incidental or consequential damages of any kind, whether based on contract, tort or any other legal theory. If a court determines that You are entitled to monetary damages in lieu of the remedies provided herein, Our entire liability shall be limited to the amount actually paid by You for the Product.

To the extent permitted by applicable law, the substantive law and the law of remedies of the State of Minnesota, United States of America shall apply to this Warranty, without reference to its principles of conflicts of law. PURSUANT TO SECTION 6 OF THE 1980 UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS ("CONVENTION"), THE PARTIES HEREBY EXPRESSLY AGREE THAT THE CONVENTION DOES NOT APPLY TO THIS AGREEMENT OR THE RELATIONSHIP BETWEEN THE PARTIES. All disputes regarding this Warranty and/or the Product shall be resolved in a state or federal court with competent jurisdiction located in Hennepin County, State of Minnesota, United States of America. The English language version of this Warranty shall at all times govern the relationship between the parties notwithstanding the fact that this Warranty may be translated into a language other than English by any party.

This Warranty does not cover normal or remedial maintenance repairs or damages or defects caused or contributed to by accident, improper use of the Product, any cause external to the Product or any occurrence beyond Our control. Any Product misuse, abuse, placement in any application other than in home use or attempt to alter or repair the Product other than by an authorized Octane Fitness® service provider shall void this Warranty.

Any replacement parts provided hereunder are warranted only for the remainder of the Warranty Period set forth above. Except as provided above, this Warranty is non-assignable and non-transferable to any third party and any such attempted assignment or transfer shall be null and void. Our distributors, sales representatives and/or agents are <u>not</u> authorized to modify or expand the scope of this Warranty and any such attempted or purported modification or expansion shall be null and void. Product failure due to users in excess of 300 lbs. is not covered. **This warranty does not extend to products used for commercial applications.** Parts and electronic components reconditioned to As New Condition by Octane Fitness or its vendors may sometimes be supplied as warranty replacement parts and constitute fulfillment of warranty terms. Any warranty replacement parts shall be warranted for the remainder of the original warranty term.

What you must do: Retain proof of purchase (such as your sales receipt from retailer); operate, and maintain the Product as specified in the Operations Manual; notify your retailer or our Customer Service Department of any defect within ten (10) days after discovery of defect; and as instructed, return any defective part for replacement or, if necessary, the entire product for repair. Octane Fitness reserves the right to determine if the entire machine will be replaced.

Operations Manual: It is VERY IMPORTANT THAT ALL USERS READ THE MANUAL before operating the Product. Failure to comply with any use requirements may void this Warranty.

How to get parts and service: Simply call the retailer where you purchased the product or the Octane Fitness Customer Service Department at 888.0CTANE4 and tell them your name and address and the serial numbers for your product. **Each product has two serial numbers**. The console serial number can be found on the bottom of the console. The base serial number can be found on the rail support plate, below the power cord connection. **Please have both serial numbers when you call.**

Machine Noise Information Regulation - 3. GPSGV, the highest noise level is 70 dB(A) or less.



Octane Fitness

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763.757.2662 (Latin America and Asian Pacific)

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