



## **LIMITED WARRANTY – Treadwall® rotating walls and Laddermill® ascenders**

### **1. WHO IS COVERED?**

The original purchaser ("Original Purchaser") may only enforce this warranty.

### **2. ORIGINAL PURCHASER OBLIGATIONS**

The Original Purchaser assumes full responsibility that the equipment purchased meets their specifications, capacity and other requirements, and for the condition and size considerations of the location in which the equipment will be used.

### **3. HOW LONG IS THE WARRANTY?**

According to the following schedule, Brewer's Ledge Inc. (d/b/a Brewer Fitness) warrants to the Original Purchaser of its specified equipment that under normal maintenance the specified equipment will be free from any defect in materials or workmanship.

#### **For Max, S and V Treadwall<sup>FT</sup> models and Laddermill models:**

Six years – Parts

One year – Electronics and labor

#### **For Kore Home Treadwall<sup>FT</sup> models:**

Two years – Parts

### **4. WHEN DOES THE WARRANTY BEGIN?**

Warranty begins from date of delivery to Original Purchaser or date of installation in the case of assembly arranged by Brewer's Ledge or their authorized dealer and requires the Original Purchaser to be in compliance with the financial terms of the sales agreement between the Original Purchaser and Brewer's Ledge Inc. or their authorized dealer.

### **5. WHAT IS NOT COVERED**

Normal wear and tear are excluded from this warranty. Damages caused by a lack of maintenance outlined in the owner's manual by the Original Purchaser are excluded from this warranty. No warranty shall be provided in the event the equipment is modified by Original Purchaser, for parts not approved by Brewer's Ledge Inc., or for warranty-related service other than by personnel authorized by Brewer's Ledge Inc.

Wear and tear caused by exterior use is not covered including with units ordered with any exterior upgrades. This includes water damage, UV damage, temperature related damage and surface (non-structural) oxidation.

Damage incurred by negligence during movement, assembly, or breakdown of the equipment by the Original Purchaser or personnel contracted by the Original Purchaser is excluded from this warranty. The sale of special tools and instructional materials to the Original Purchaser and any training of the Original Purchaser's staff by Brewer's Ledge Inc. related to the movement, assembly and break-down of the equipment does not imply any warranty against Original Purchaser negligence and does not void this exclusion. Brewer's Ledge Inc. reserves the sole right to determine the origin of damage as related to this provision.

Any non-residential use of Kore Home products will void this warranty.

## **6. LIMITATION OF DAMAGES AND IMPLIED WARRANTIES**

Except as provided herein, Brewer's Ledge Inc. makes no express warranties; implied warranty of merchantability or fitness for a particular purpose is limited in its duration to the duration of the written limited warranties set forth herein.

In no case shall Brewer's Ledge be liable for any special, incidental, or consequential damages based on breach of warranty, breach of contract, negligence or any other legal theory. Such damages include but are not limited to, loss of profits, loss of use of the equipment or any associated equipment, the cost of capital, the cost of substitute equipment, facilities or services, downtime, the claims of third parties, including customers, and injury to property.

This limitation does not apply to claims for personal injury where such limitation would be a violation of the applicable law. 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.

## **7. TERMS OF WARRANTY**

The terms and conditions of this warranty are applicable as between Brewer's Ledge Inc. and Original Purchaser to the sale of equipment to Original Purchaser.

## **8. STATE LAW RIGHTS**

This warranty gives you specific legal rights, and you may also have other rights, which vary, from state to state.