

Demon Sled, LLC

Customer Limited Warranty

For Demon Sled strength equipment manufactured after the effective date of this limited warranty. PLEASE READ THESE WARRANTY TERMS AND CONDITIONS CAREFULLY BEFORE USING YOUR DEMON SLED LLC PRODUCT. BY USING THE EQUIPMENT, YOU ARE CONSENTING TO BE BOUND BY THE FOLLOWING WARRANTY TERMS AND CONDITIONS.

Limited Warranty

Demon Sled LLC ("Demon Sled") warrants all new Demon Sled 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 original purchase. This warranty applies only against defects discovered within the warranty periods 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 make a claim under warranty, the buyer must notify Demon Sled or his or her authorized Demon Sled distributor within 30 days after the date of discovery of any nonconformity and make the affected product available

for inspection by Demon Sled or its service representative. Demon Sled's obligations under this warranty are limited as set forth below.

Warranty Periods and Coverage

All Commercial Strength Products manufactured and sold after January 1, 2015, subject to the terms and conditions set forth herein (excluding Cardiovascular Products):

- Structural frame parts and weldments: 1 year
- Structural moving parts, weight stack plates and components, bearings, bushings, pulleys, and seat adjustments: 1 year
- All other parts (including handles, end caps, cables, pop pins, and shrouds): 1 year
- Upholstery pads, inner pads, grips, and straps: 6 months

Conditions and Restrictions

This warranty is valid only in accordance with the conditions set forth below:

- 1. The warranty applies to the Demon Sled product only if:
 - a. It has been serviced by a Demon Sled Authorized Service Provider. Outside of North America, such product must be serviced by Demon Sled office technicians or Demon Sled Authorized Distributors.
 - b. It remains in the possession of the original purchaser and proof of purchase is demonstrated.
 - c. It has not been subjected to accident, misuse, abuse, improper service, or non-Demon Sled modifications.
 - d. Claims are made within the warranty period.
- 2. This limited warranty applies to Demon Sled Drive Phase Product designed specifically for athletic use only and is void when such products are used in a nonathletic environment or installed in a facility within a country outside of the country of original sale.
- 3. Demon Sled does not pay labor. Equipment limited warranty is void when equipment is installed in a country other than where sold.
- 4. Moving parts bolted to the structural frame are not included in the "Structural Frame" warranty (for example, moving arms, linkage assembly, shoulder pad assemblies, position adjustments, and so on).
- 5. This limited warranty does not cover and Demon Sled does not warrant the work or product of third party companies (for example, welding and other such work).

Please contact Demon Sled for details.

This limited warranty shall not apply to:

- 1. Cosmetic items, including, but not limited to the following: grips, padding, and labels, or other items, the exterior of which has been damaged or defaced as a result of abuse, misuse, accident, improper service or installation, mishandling, or modification in design or construction not authorized by Demon Sled including use of any non-OEM (Original Equipment Manufacturer) replacement parts.
- 2. Cosmetic, structural, or functional damage (including rust, corrosion, and unusual wear) caused by failure to follow the maintenance procedures described in the owner's manual.
- 3. Repairs performed on Demon Sled equipment missing a serial number or with a serial tag that has been altered or defaced.
- 4. Service calls to correct installation of the equipment or instruct owners on how to use the equipment.
- 5. Pickup, delivery, or freight charges involved with repairs.

Disclaimer and Release

The warranties provided herein are the exclusive warranties given by Demon Sled 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. DEMON SLED HEREBY DISCLAIMS AND EXCLUDES THOSE WARRANTIES THEREAFTER. Some jurisdictions do not allow limitation on how long an implied warranty lasts, so the above limitation may not apply to you. DEMON SLED 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 DEMON SLED 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 described above that fails to conform to its warranty, Demon Sled will provide, at its sole discretion, one of the following: (1) repair; (2) replacement; or (3) refund of the purchase price. Demon Sled Limited Warranty service may be obtained by contacting the authorized Demon Sled office or Demon Sled Authorized Distributor from whom you purchased the item. Demon Sled compensates Demon Sled Authorized Servicers 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.

Demon Sled, LLC

Exclusion of Consequential and Incidental Damages

DEMON SLED AND/OR ITS SUPPLIERS 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 jurisdictions 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 one jurisdiction to another.

Demon Sled LLC
PO Box 2606, Cedar Park TX, 78630, USA
1-512-593-8955 • www.DemonSled.com
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