



M&S Distribution Inc. d/b/a HELIX Company

Equipment Limited Warranty for

Commercial Helix Products Sold within the United States

Helix Commercial Equipment Limited Warranty For Products Sold Within the United

States. PLEASE READ THESE WARRANTY TERMS AND CONDITIONS CAREFULLY BEFORE USING YOUR M&S Distribution, Inc. (hereinafter "Helix") Helix product. BY USING THE EQUIPMENT, YOU ARE CONSENTING TO BE BOUND BY THE FOLLOWING WARRANTY TERMS AND CONDITIONS:

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Limited Warranty. This Warranty is only applicable to the original owner of a new and never previously owned Helix product. Additionally, the warranty applies only to a Helix product purchased from an authorized Helix dealer. Helix warrants all new Helix products to be free from defects in materials and manufacture for the warranty periods set forth below. The warranty periods commence on the Purchase Date. The purchase date is the date of purchase of the end user. To activate this warranty from Purchase Date, the end user must submit the warranty registration form to Helix Company within 30 days of the Purchase Date. A HELIX THAT IS NOT REGISTERED WITHIN 30 DAYS OF THE PURCHASE DATE, WILL BEGIN THE WARRANTY PERIOD 45 DAYS FROM THE DATE OF MANUFACTURE AS DETERMINED BY THE SERIAL NUMBER. 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 repairs or parts replacement under this warranty, the end user must notify the authorized Helix dealer within 30 days after the date of discovery of any nonconformity and make the affected product available for inspection by Helix or its service representative.

For any product described above that fails to conform to its warranty, Helix will provide the following exclusive warranty:

- (a) Labor for repair for one (1) year after purchase date, and
- (b) Parts required for the repair for three (3) years.
- (c) Life-time warranty for parts-only for frame and weld warranty covering parts-only repair or replacement parts. Frame and welds include defective parts pertaining to frame structure, including all welded assembly parts

Helix Limited Warranty service may be obtained by contacting the authorized dealer from whom the buyer purchased the item or by contacting Helix Company directly THESE SHALL BE THE SOLE AND EXCLUSIVE REMEDIES OF THE BUYER FOR ANY BREACH OF WARRANTY.

EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES. HELIX AND 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 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.

Options and Accessories Many options or accessories have components that are connected internally or mounted inside the electronic console. The following guidelines determine the warranty for these components. If the internal components are installed by the factory or by Helix as part of the original sale and delivery, they have a warranty that is identical to the warranty of the equipment in which they are connected or mounted. Satisfactory proof of purchase is required in all cases.

Conditions and Restrictions. This warranty is valid only in accordance with the conditions set forth below:

1. The warranty applies to the Helix 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-Helix modification.
 - c. claims are made within the warranty period.
 - d. Helix product that has not been registered with Helix Company within 30 days of the Purchase Date will begin its warranty period 45 days following the date of manufacturing determined by the serial number.
2. Certain products are warranted for standard commercial use only (“commercial use” includes use of the equipment in non-fee paying clubs or facilities, gyms, hotels gyms, and school gyms, or in paid and fee-paying clubs, gyms, hotel gyms, school gyms or other similar facilities). Unapproved use voids the warranty.
3. This warranty does not cover damage or equipment failure caused by electrical wiring not in compliance with electrical codes or Helix owner’s manual specifications, or failure to provide reasonable and necessary maintenance as outlined in the owner’s manual.
4. Helix does not pay labor outside the United States. Warranties outside the United States may vary. Please contact your local Dealer for details.

This Limited Warranty shall not apply to: 1. Software limitations or corrections. 2. Items including batteries or other consumables, or cosmetic items, grips, or labels where the claim for the item is made 90 days after the purchase. 3. Repairs performed on Helix 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. Pick-up, delivery, or freight charges involved with repairs. 6. Any labor costs incurred beyond the applicable labor warranty period. 7. Any service that has not been authorized in writing by Helix. Helix will not reimburse repairs made without HELIX'S written authorization which must be received by purchaser before repairs are made.

<p>Complete this portion and keep for your records.</p> <p>Purchased From: _____ (Authorized Dealer)</p> <p>Phone Number: _____</p> <p>Product/model: _____ (e.g., HLT3500)</p> <p>Serial number: _____ (e.g., HLT35001210021234)</p> <p>The serial number is found under the dome cover of the Helix and on the original shipping package.</p>
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