## Official Correspondence of the



## ROGERS ATHLETIC CO

## **WEIGHT Equipment Limited Warranty**

The following warranty provisions apply to the original purchaser of Pendulum equipment.

- A Lifetime limited warranty on structural frame members used in Pendulum Racks and Machines.
- Five (5) year warranty on bearings, bushings, linear bearings, pulleys and guide rods.
- One (1) year warranty on belts, cables, handles, and grips.
- Ninety-day (90) warranty on seating surfaces and padding, coatings and finishes.

Pendulum's obligations under this warranty will be limited to repairing or replacing at our factory any part or parts thereof within the warranty period. The warranty begins on the delivery date of the product to the original consumer. Once the product is returned to Pendulum, we will perform an inspection to determine if the product is defective in material or workmanship. If Pendulum determines the product is defective in material or workmanship, Pendulum will repair or replace any part or parts at no cost to the consumer. This warranty does not obligate us to bear the cost of transportation charges in connection with replacement or repair of defective parts.

THIS WARRANTY IS IN LIEU OF ANY OTHER WARRANTY, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL ROGERS BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR FOR ANY DELAY IN PERFORMANCE UNDER THIS WARRANTY. This warranty does not cover damage in transit.

The warranty shall not apply to any Pendulum product which was used, repaired, or altered outside of the factory in any way so as to affect the intent of the design. Also excluded from warranty is any product that has been subject to misuse, negligence, accident, inappropriate environment, or lack of normal maintenance or has been operated in any way other than its intended use. The warranty

does not include scratches in paint or other cosmetic damage including surface corrosion arising from normal use. The warranty does not include cosmetic damage caused by unsuitable detergents, cleaners and lubricants.