## **XMark Adjustable Dumbbell Warranty**

This warranty applies only in the United States and Canada to products manufactured by XMark under the XMark brand name. This product is backed by a one year warranty against manufacturer's defects excluding wear and tear items, plastic trays and expendable parts such as paint and finish. This warranty extends only to you, the original purchaser. It is not transferable to anyone who subsequently purchases the product from you.

XMark warrants that the product you have purchased or received for non-commercial, personal, family, or household use from XMark is free from defects in materials or workmanship under normal use during the warranty period. Your sales receipt, showing the date of purchase of the product, is your proof of the date of purchase. This warranty becomes VALID ONLY if the product is assembled and/or installed according to the instructions and/or directions included with the product.

- During the warranty period XMark will repair or replace (at the discretion of XMark) the product if it becomes defective, malfunctions, or otherwise fails to conform with this warranty under normal use. In repairing the product, XMark may replace defective parts with new, or at the discretion of XMark, serviceable used parts that are equivalent to new parts in performance. All exchanged parts and products replaced under this warranty will become the property of XMark. XMark reserves the right to change manufacturers of any part to cover any existing warranty.
- This warranty DOES NOT COVER shipping and handling charges, export taxes, custom duties and taxes, or any other charges associated with transportation of the parts or product. To obtain warranty service, you must contact an XMark customer service representative at the phone number located in the manual. Any parts determined to be defective must be returned to XMark to obtain warranty service. You must prepay any shipping charges, export taxes, custom duties and taxes, or any other charges associated with transportation of the parts or product. In addition, you are responsible for insuring any parts or product shipped or returned. You assume the risk of loss during shipment. You must present XMark with proof-of-purchase documents (including the date of purchase). Any evidence of alteration, erasure, or forgery of proof-of-purchase documents will be cause to void this warranty.
- This warranty does not extend to any product not manufactured by XMark. This warranty does not extend to any product that has been damaged or rendered defective; (a) as a result of accident, misuse, or abuse; (b) by the use of parts not manufactured by XMark; or (c) by modification of the product. Product on which the serial number has been defaced or removed is not eligible for warranty service. Should any product submitted for warranty service be found ineligible, an estimate of repair cost will be furnished and the repair will be made if requested by you upon receipt by XMark of payment or acceptable arrangements for payment.

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