

Warranty Information:

for h/p/cosmos running machines (treadmill ergometers) including software, ladder ergometers discovery, sprint trainers comet, unweighting systems airwalk series, ergometer series torqualizer, parallel bars para walk series, rope trainers robomove series, and h/p/cosmos robowalk expander gait trainers.

The following limited warranty applies to the h/p/cosmos product families as stated above.

Warranty Period:

The h/p/cosmos brand products as stipulated above, as supplied and distributed by h/p/cosmos sports & medical gmbh (h/p/cosmos) and delivered new, in the original packaging to the original consumer purchaser, is warranted by h/p/cosmos against manufacturing defects in materials and workmanship. The warranty period for above stated new products is:

One (1) Year for all Parts from the documented date of purchase from h/p/cosmos or an h/p/cosmos authorized reseller.

Not included are consumable products, such as ropes of sprint trainers, ropes of unweighting systems, rope trainers robomove and robowalk expander gait trainers.

Shipment, travel expenses and labour costs are included within Germany mainland and excluded for outside of Germany.

The stipulated warranty periods are limited to the territory of Germany. In other countries and for OEM / PLM products and for accessories other warranty periods may apply. Contact your local dealer for details of the local warranty periods.

Limited Guarantee:

Over and above the European legal warranty period h/p/cosmos offers a limited guarantee for devices sold and installed within Germany:

- 3 years limited guarantee for all parts
- 20 years limited guarantee for drive motor and for structure of the main frame – breakage

The limited Guarantee does not apply:

- For traded goods of which h/p/cosmos is not the legal manufacturer.
- For end users that are not registered with their address and with the device serial numbers at h/p/cosmos office within 3 months of delivery.
- If no maintenance contract is closed with the end user or individual annual maintenance is performed. Annual maintenance services and safety checks must be carried out by an h/p/cosmos authorized and certified service technician.
- For pluto treadmill series (incl. OEM / PLM variants)
- For the ropes of sprint trainers, ropes of safety and unweighting systems, rope trainers robomove and robowalk expander gait trainers
- For force, pressure and/or optometric sensors and necessary related components, including but not limited to amplifiers, interface boxes, cables, and IT hard- and software components.
- For consumables, such as safety harnesses, unweighting vests or shorts, running belt.

Costs for travel, shipment and labor are excluded.

For the limited guarantee conditions outside Germany concerning devices, systems, accessories, traded goods, packing, shipping and labour costs please contact your dealer in your country.

Limited Guarantee to Original Purchaser:

(1) h/p/cosmos makes the following limited guarantees during the guarantee period:

- (a) the products will function properly according to the intended use and intended purpose declared in the relevant original instruction for use (IFU);
- (b) the products will be free from defects in materials or workmanship;
- (c) the products will conform to the published specifications; and
- (d) the products will conform to any additional specifications agreed to in writing by the parties.

(2) h/p/cosmos guarantee does not apply:

- (a) for problems caused by forbidden or unintended use or unintended purpose; accident; abuse; neglect; shock; under-voltage; over-voltage; high voltage peaks or lightning strikes; electrostatic discharge; radiation, interference, heat or humidity beyond product specifications; water; improper installation; improper operation; improper maintenance or modification; or
- (b) for problems caused by any misuse contrary to the instructions in the original instruction for use (IFU), including but not limited to non-compliance with maintenance intervals or safety inspections, failure of lubrication, failure of running belt adjustment; or
- (c) for lost passwords or lost dongles (hardware keys); or
- (d) for malfunctions caused by other equipment, including but not limited to connected external devices, such as ECG, cardiopulmonary exercise testing (CPET).
- (e) to consumable parts, including but not limited to batteries, unless failure has occurred due to a defect in materials or workmanship
- (f) to consumable parts, including but not limited to textile parts like the safety harness, unweighting vests and shorts, extension slings, cuffs, or ropes for unweighting systems, safety arch or sprint trainer.
- (g) to defects or cosmetic damages caused by normal wear and tear or otherwise due to the normal aging of the h/p/cosmos product
- (h) if any serial number has been removed or defaced from the product.

Our limited guarantees are void if a product is returned with removed, damaged, or tampered labels or any alterations (including removal of any component or external cover). Our guarantees do not cover data loss – all customers are advised to back up the contents of your storage medium to a separate storage medium on a regular basis. Also, consequential damages, incidental damages and costs related to data recovery, removal and installation are not recoverable under our guarantees.

This limited guarantee begins on the original date of purchase, and is valid only on products purchased and used in Germany, and does not include transportation, installation, removal or reinstallation. Guarantee repairs must be performed by h/p/cosmos' authorized service centre through from h/p/cosmos certified staff. To receive guarantee service, the original dated invoice must be presented upon request as proof of purchase to h/p/cosmos or h/p/cosmos' authorized service centre. Transportation to and from the service centre is the responsibility of the purchaser. h/p/cosmos will repair or replace this product, at our option and at no charge with new or reconditioned parts, if found to be defective during the limited guarantee period specified above. The product must be returned during the warranty period with transportation charges prepaid to h/p/cosmos' designated service centre. Prior to returning any product for guarantee service, the purchaser must contact h/p/cosmos for problem determination and service procedures. h/p/cosmos does not guarantee uninterrupted or error-free operation of the product. All replaced parts and products become the property of h/p/cosmos and must be returned to h/p/cosmos. Replacement parts and products assume the remaining original guarantee. This limited guarantee covers manufacturing defects in materials and workmanship encountered in normal use of this product and shall not apply to the following, including, but not limited to: damage which occurs in shipment; applications and uses for which this product was not intended; failures or problems which are caused by products or equipment not supplied by h/p/cosmos; accidents, misuse, abuse, neglect, misapplication, fire, water, lightning or other acts of nature; incorrect electrical line voltage, fluctuations or surges; damage caused by improper or faulty installation; improper connection with any peripheral; product alteration or modification; improper or unauthorized repair; cosmetic damage or exterior finish; product with altered serial numbers; failure to follow operating instructions, customer adjustments, maintenance and environmental instructions that are covered and prescribed in the instruction book (operation and service manual); use of non-h/p/cosmos or unauthorized parts, supplies, accessories or equipment which damage this product or result in service problems; failures or problems due to incompatibility with other equipment. No person, agent, distributor, dealer or company is authorized to change, modify or extend the terms of these manufacturer's guarantee in any manner whatsoever. The time within which an action must be commenced to enforce any obligations of h/p/cosmos arising under the guarantee or under any statute, or law of Germany, is hereby limited to ninety (90) days from the date you discovered or should have discovered the defect. This limitation does not apply to implied warranties arising under state law, if any. h/p/cosmos does not guarantee (1) storage medium compatibility with new and existing format storage mediums or (2) error free playback in full compliance with specifications of the compatible storage medium formats, and h/p/cosmos shall not be liable for any data loss recorded in your storage medium. h/p/cosmos' responsibility shall be limited to appropriate guarantee services during the guarantee period through h/p/cosmos customer care service centre. If you encounter compatibility or data loss problems, please contact h/p/cosmos customer care service centre.

THERE ARE NO EXPRESS GUARANTEES OTHER THAN THOSE LISTED AND DESCRIBED ABOVE, AND NO GUARANTEES WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED GUARANTEES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SHALL APPLY AFTER THE EXPRESS GUARANTEE PERIODS STATED ABOVE, AND NO OTHER EXPRESS WARRANTY OR GUARANTY GIVEN BY ANY PERSON, FIRM OR CORPORATION WITH RESPECT TO THIS PRODUCT SHALL BE BINDING ON H/P/COSMOS. H/P/COSMOS SHALL NOT BE LIABLE FOR LOSS OF REVENUE OR PROFITS, FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS, OR ANY OTHER SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES CAUSED BY THE USE, MISUSE OR INABILITY TO USE THIS PRODUCT, REGARDLESS OF THE LEGAL THEORY ON WHICH THE CLAIM IS BASED, AND EVEN IF H/P/COSMOS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOR SHALL RECOVERY OF ANY KIND AGAINST H/P/COSMOS BE GREATER IN AMOUNT THAN THE PURCHASE PRICE OF THE PRODUCT SOLD BY H/P/COSMOS AND CAUSING THE ALLEGED DAMAGE. WITHOUT LIMITING THE FOREGOING, PURCHASER ASSUMES ALL RISK AND LIABILITY FOR LOSS, DAMAGE OR INJURY TO PURCHASER AND PURCHASER'S PROPERTY AND TO OTHERS AND THEIR PROPERTY ARISING OUT OF THE USE, MISUSE OR INABILITY TO USE THIS PRODUCT SOLD BY H/P/COSMOS NOT CAUSED DIRECTLY BY THE NEGLIGENCE OF H/P/COSMOS. THIS LIMITED GUARANTEE SHALL NOT EXTEND TO ANYONE OTHER THAN THE ORIGINAL PURCHASER OF THIS PRODUCT, IS NONTRANSFERABLE AND STATES YOUR EXCLUSIVE REMEDY.

Customer Service:

To request guarantee service, please contact the place of purchase, or visit our website (www.hpcosmos.com) for information on obtaining service or an RMA (Return Material Authorization) number. Submit your phone number, e-mail, address, name, product model, and serial number(s) and an RMA number with all pertinent information will be provided to you for returning product to h/p/cosmos. When you return the product to h/p/cosmos, the product must be properly packaged in original packing with a traceable forwarder and freight prepaid to the return address listed on the RMA. Remember to write the RMA number on the outside of box or the shipment will be refused and returned to you at your cost.

h/p/cosmos, or an authorized h/p/cosmos service partner, will replace your product with a functionally equivalent product. h/p/cosmos will not return your original storage medium if it was part of the delivery and data recovery is not included. It is highly recommended that you backup your data on regular base. Once your product is received at h/p/cosmos, the ownership of the product and all content therein will be transferred to h/p/cosmos.

Please contact h/p/cosmos with any comments or inquiries at
<https://www.hpcosmos.com/en/contact/contact>

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