

# WARRANTY

## LifeGuard Lift, Inc. Limited Warranty

LifeGuard Lift, Inc. warrants to the original end user purchaser that products manufactured by LifeGuard Lift, Inc., when properly installed in accordance with the assembly and installation instructions, and when properly used and maintained, shall be free from defects in material and workmanship as follows:

Frame excluding paint - five (5) years.  
Electrical components including the actuator - two (2) years.  
Warranty periods begin to run from the date of original purchase.

This warranty specifically excludes reimbursement for labor to remove, repair, or to install or reinstall the product and specifically excludes any shipping charges.

This warranty does not cover any damage due to:

1. Exceeding the specified weight capacity of 350 lbs. (158 kg)
2. Failure to install or to assemble the lift in accordance with the installation and assembly instructions
3. Failure to properly maintain the product
4. Misuse, abuse, or negligence
5. Accident
6. Normal wear and tear from day-to-day operations
7. Any alteration or repair or without the prior written approval by LifeGuard Lift, Inc.

To initiate a warranty claim, the owner of a LifeGuard Lift, Inc. product must submit to Lifeguard Lift, Inc. a Return Merchandise Authorization form stating the date and place of purchase, a full description of the product, its serial number, the date of installation, and the exact nature of the defect. Within thirty (30) days after receipt by LifeGuard Lift, Inc. of a written warranty claim, and barring any unforeseen delays, the claimant will be notified of LifeGuard Lift, Inc.'s decision regarding the claim. If requested by LifeGuard Lift, Inc., any defective product must be returned, freight prepaid, to LifeGuard Lift, Inc. designated factory location or duly appointed distributor for inspection and/or repair. At its option, Lifeguard Lift, Inc. will repair or replace the failed or defective item, and will deliver the repaired product or replacement to the claimant. Products returned to LifeGuard Lift, Inc. for which it provides replacement under this limited warranty shall become the property of LifeGuard Lift, Inc.

A new warranty period shall NOT be established for any repaired or replaced products. Repaired or replaced products will remain under warranty only for the remainder of the original warranty period for the original product purchased.

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, WHICH HEREBY ARE DISCLAIMED AND EXCLUDED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. THE SOLE AND EXCLUSIVE REMEDY FOR BREACH OF THIS WARRANTY SHALL BE LIMITED TO REPAIR OR REPLACEMENT AT LIFEGUARD LIFT, INC.'S DESIGNATED FACTORY LOCATION OR DULY APPOINTED DISTRIBUTOR, OR IN PLACE AT LIFEGUARD LIFT, INC.'S OPTION. IN NO EVENT SHALL LIFEGUARD LIFT, INC.'S LIABILITY EXCEED THE ENTIRE AMOUNT PAID BY THE ORIGINAL PURCHASER FOR THE FAILED OR DEFECTIVE PRODUCT. IN NO EVENT SHALL LIFEGUARD LIFT, INC. BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, PUNITIVE OR EXEMPLARY DAMAGES OR LOST PROFITS FROM ANY BREACH OF THIS LIMITED WARRANTY OR OTHERWISE.

This written limited warranty constitutes the final, complete and exclusive statement of warranty terms. No person or organization is authorized to make any other specific or implied warranties or representations on behalf of LifeGuard Lift, Inc. No employee, distributor, dealer, representative, or other person or organization has the authority to:

1. Make any representation concerning this product
2. Modify any term or condition contained in this warranty
3. Grant any other warranty on behalf of or binding on LifeGuard Lift, Inc.

Anyone's attempt to do anything listed in the above 3 numbered paragraphs, the warranty will be null and void.