

Safety Hoist Company

LIMITED WARRANTY

Safety Hoist Company, including its affiliates, subsidiaries, and parent company (collectively the "Seller") warrants to you (the "Buyer"), that the hoist ("Hoist") manufactured by Seller is free of defects in material and workmanship. (The term "Buyer" does not include *dealers* or *distributors*, nor does it include any *purchaser by resale* or purchase of Remanufactured Equipment).

Buyer must notify Seller within one (1) year from the Buyer's date of purchase of the Hoist of any such defects (the "Warranty Period"), and return the Hoist to Seller at Buyer's sole expense. Seller shall, at its option, repair the Hoist or replace it with a Hoist of comparable value. The Buyer shall return the Hoist to: (Call for Shipping Address 610-941-4333).

If the Seller replaces the Hoist, the original Hoist shall be retained and disposed of by the Seller.

In either case, the **Warranty Period** for the repaired or replaced Hoist shall extend after the date of repair or replacement for a time equal to the amount of time the item was in transit to the Seller, plus repair time. If Buyer does not notify Seller of such defects, whether patent or latent, within the **Warranty Period**, Seller shall have no further liability or obligation to Buyer. In no event shall Seller's liability under this warranty exceed the original purchase price of the Hoist, which is subject to a proper notice of defects. **To exercise your rights under this warranty, you, the Buyer, must provide the original sales receipt when making a claim.**

COVERAGE EXCLUSIONS AND LIMITATIONS

This **Limited Warranty** does not cover defects caused by damage to the Hoist, while in Buyer's possession, resulting from, but not limited to, Buyer's 1) unreasonable use, misuse, or abuse of the Hoist, 2) improper maintenance, 3) use, which is not the intended use of the Hoist, or 4) failure to follow the applicable instructions, guidelines, and/or manuals provided by Seller with the Hoist. **Proper care and use are essential to preserving your rights under this warranty.**

MOTOR/ ENGINE EXCLUSION

This **Limited Warranty** specifically excludes the repair and/or replacement of the motor/engine, which may be covered by a separate warranty provided by the manufacturer of the motor/engine. The terms of the warranty of the motor/engine are provided in the separate instruction manual for that component.

EXCLUSIVITY OF LIMITED WARRANTY

THE REMEDIES PROVIDED IN THE ABOVE EXPRESS LIMITED WARRANTY ARE THE SOLE AND EXCLUSIVE REMEDIES AVAILABLE TO YOU. Seller shall not be liable to Buyer for any other express warranties provided or made by dealers, contractors, distributors, or other third-parties.

All implied warranties, including but not limited to any implied warranty of merchantability or fitness for a particular purpose or use, are limited in duration to one (1) year from the date of original purchase by the consumer. All other implied warranties are specifically excluded.

Buyer's recovery for damages resulting from any and all causes whatsoever, including but not limited to, breach of contract, breach of warranty, negligence, or strict product liability, will be exclusively limited to the repair or replacement of the hoist with respect to which losses or damages are claimed. (Or to a refund of any purchase price paid to the seller for the hoist.)

IN NO EVENT WILL SELLER BE LIABLE TO ANY BUYER OR USER OF THE HOIST FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR FOR ANY OTHER DAMAGES TO THE PROPERTY OR PERSON OF THE BUYER OR USER.

Some states do not allow exclusions or limitations of incidental or consequential damages or limitation of the duration of the implied warranties, 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.**

The warranties, disclaimers, and exclusions contained herein shall be construed in accordance with and governed by the laws of the commonwealth of Pennsylvania. Any dispute related to the warranties, disclaimers, and/or exclusions contained herein shall be filed with the Montgomery county court of common pleas in the commonwealth of Pennsylvania.