

# *HydroHoist Boat Lift*

## **WARRANTY**

HydroHoist International, Inc. 915 W. Blue Starr Drive, Claremore, OK 74017 USA - Ph: 918-341-6811

**(1) What Is Covered By This Warranty.** HydroHoist International, Inc. (HydroHoist) warrants, to the original retail purchaser (Consumer) only, that the lift that is the subject of this sale is free from defects in material or workmanship. The duration of this warranty, measured from date of installation, is limited as follows:

- (a) Period of first ownership ( " lifetime" ) by the Consumer for Tanks;
- (b) Thirty-Six (36) months for all other components;
- c) Twelve (12) months for Accessories and Parts not purchased with lift;
- (d) Twelve (12) months or to the end of the original lift warranty, whichever is greater, for Warranty Parts.

If the Consumer discovers within this period a defect in material or workmanship, the Consumer must promptly notify HydroHoist in writing. In no event shall such notification be received by HydroHoist later than one (1) month following expiration of the relevant warranty period. Within a reasonable time after such notification, HydroHoist will correct any defect in material or workmanship with either new or used replacement parts. Such repair, including both parts and labor, is at HydroHoist's expense. All warranty service will be performed at HydroHoist's option either on site or at HydroHoist's plant in Claremore, Oklahoma, with freight charges prepaid by Consumer. These remedies are the Consumer's exclusive remedies for breach of warranty.

**(2) What Is Not Covered By This Warranty.** HydroHoist does not warrant any product, component or part (a) that is not manufactured by HydroHoist; (b) that is not installed or serviced by employees or contractors of HydroHoist International, Inc., or an Authorized HydroHoist Dealer; (c) damage caused by failure to provide a suitable installation environment for the lift; (d) damage caused by the use of the lift for purposes other than those for which it was designed; (e) damage caused by disaster such as fire, flood, wind and lightning; (f) damage caused by unauthorized attachments or modification; (g) damage during shipment; or (h) damage caused by any other abuse or misuse by the Consumer.

**(3) Warranty Of Title, Patents, And Copyrights.** In addition to the warranties set forth in the previous paragraphs, HydroHoist warrants that it has good title, to the lift free of any encumbrance, and that the lift shall be delivered free from the rightful claim of any third person for infringement of patent or copyright. If a claim arises, the Consumer will allow HydroHoist, at HydroHoist's option and expense, to procure the right for the Consumer to continue using the lift to replace or modify it so that it becomes non-infringing, or to grant the Consumer a refund of the purchase price in exchange for return of the infringing lift.

**(4) Disclaimer Of Warranty. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

**(5) Limitation Of Remedies.** In no case shall HydroHoist be liable for any special, incidental, or consequential damages based on breach of warranty, breach of contract, negligence, strict tort, or any other legal theory. Such damages include, but are not limited to, loss of profits, loss of savings or revenue, loss of use of lift or any associated equipment, cost of capital, cost of any substitute equipment, facilities or services, downtime, the claims of third parties including customers, and injury to property. This limitation does not apply to damages caused by breach of the warranty of title against infringement under paragraph (3). Some states do not allow limits on warranties, or on remedies for breach in certain transactions. In such states, the limits in this paragraph and in paragraph (4) may not apply.

**(6) Time Limit To Bring Suit.** Any action for breach of warranty must be commenced within (3) months following expiration of the relevant warranty period.

**(7) No Other Warranties.** Unless modified in writing signed by both parties, this agreement is understood to be the complete and exclusive agreement between the parties, superseding all prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this agreement. Only HydroHoist's President and Vice President of Marketing, and no other employee or agent of HydroHoist (including franchisees, jobbers, distributors, or any other party) are authorized to make any warranty binding on HydroHoist in addition to those made in this agreement.

**(8) Allocation Of Risks.** This agreement allocates the risk of products failure between HydroHoist and the Consumer. This allocation is recognized by both parties and is reflected in the price of the goods. **THE CONSUMER ACKNOWLEDGES THAT THE CONSUMER HAS READ THIS AGREEMENT, UNDERSTANDS IT AND IS BOUND BY ITS TERMS.**

Dated January 1, 2005