



LIFTING SOLUTIONS

Limited Warranty

The Caldwell Group, Inc., an Illinois corporation with principal offices at 5025 26th Avenue, Rockford, IL 61109, hereinafter referred to as "Warrantor", warrants that its workmanship in the fabrication and assembly of its products shall be free from defects for a period of two years (2) from date of this delivery. The warranty extends to the workmanship and labor performed by Warrantor used in the fabrication and/or assembling of the finished product.

- A. The warranty created herein is subject to strict compliance with each of the following CONDITIONS.
1. This warranty covers defects in workmanship and labor in the fabrication and assembly of the product.
 2. In some instances, components used in a product carry warranties from their original manufacturers. Warrantor may assign its rights in those warranties to the original purchaser of the products. Purchasers should consult with Warrantor to determine which components may be covered by such warranties.
 3. Any defect must become apparent within two years (2) from date the product was delivered to its original purchaser (the "Warranty Period").
 4. The Purchaser must give Warrantor written notice of any defect within the Warranty Period via certified mail, return receipt requested. Purchaser should receive notification from Warrantor that notice was received within 30 days. If receipt notification is not received by Purchaser, it is the Purchaser's responsibility to resend notification.
 5. Warrantor will send instructions for processing of warranty which may include Purchaser providing electronic images of product and indicated defects; forwarding the product to an authorized repair facility for inspection and/or repair with a return authorization number at the Warrantor's sole expense; or scheduling and onsite inspection of the product by authorized repair personnel.
 6. The product under warranty must have the original nameplate attached to the unit for positive identification.
 7. The warranties provided herein are non-transferable.
- B. If each of the above CONDITIONS are met, Warrantor will make all necessary repairs to cure any defective workmanship or labor in said assembled product or at Warrantor's sole discretion replace said product or refund the purchase price. These repairs shall be made as soon as is reasonably possible. No allowance shall be made to Purchaser for loss of use during the time necessary for repairs. In no event shall the warranty be held to include or cover any incidental, indirect, special or consequential damages. Any repaired or replaced product that is provided under this warranty shall be covered by the terms of the same warranty on a pro-rated time basis, which reduces the remaining warranty period by the amount of time the original product was in service.
- C. The following EXCLUSIONS are not covered by this warranty:
1. Damages due to neglect by Purchaser.
 2. Damages due to lack of proper maintenance or to misuse by Purchaser. This warranty shall be voided due to unauthorized repairs or replacement parts.
 3. Damages due to act of God or other unforeseen accident or cause beyond the control of Warrantor.
 4. Any incidental, indirect, special or consequential damages.
- D. Warrantor warrants any product which it fabricates and/or assembles to be free from defects in workmanship and labor for a period of two years (2) from date of this delivery, provided that the above CONDITIONS and EXCLUSIONS shall apply to this warranty for the services rendered in fabrication and/or assembling the finished product.
- E. WARRANTY DISCLAIMER. THE EXPRESS WARRANTY STATED ABOVE IS IN LIEU OF ALL OTHER WARRANTIES (EXCEPT OF TITLE), EXPRESS OR IMPLIED, AND ALL OTHER WARRANTIES ARE EXPRESSLY DISCLAIMED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- F. LIMITATION OF LIABILITY. PURCHASER'S SOLE REMEDY FOR LIABILITY OF ANY KIND WITH RESPECT TO THE PRODUCTS FURNISHED BY WARRANTOR TO PURCHASER AND ANY OTHER PERFORMANCE BY WARRANTOR, OR WITH RESPECT TO PURCHASER'S USE THEREOF, INCLUDING NEGLIGENCE, SHALL BE LIMITED TO THE REMEDY PROVIDED IN THIS LIMITED WARRANTY AND SHALL IN NO EVENT INCLUDE ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOSS OF USE, REVENUE OR PROFIT. IN NO EVENT SHALL WARRANTOR'S LIABILITY FOR DAMAGES WITH RESPECT TO ANY OF THE PRODUCTS OR SERVICES FURNISHED EXCEED THE CHARGES PREVIOUSLY PAID BY PURCHASER TO WARRANTOR FOR SUCH PRODUCTS OR SERVICES.