

A division of BendPak Inc.

# **Product Warranty**

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## **GENERAL DISCLAIMER**

In addition to all claims listed on each of the following individual WARRANTY pages, the following GENERAL DISCLAIMERS apply.

- The purchaser of any AUTOSTACKER™ product (Buyer) assumes the risk of verifying all materials or resources used or relied on. In no
  event will AUTOSTACKER be liable to the Buyer or to anyone else for any decision made or action taken in reliance on information
  obtained from any Autostacker or website or from any Autostacker dealer, or third-party website, or any online or published catalog.
- 2. AUTOSTACKER has exclusive title and ownership rights including all intellectual property right throughout the world for all material and content contained on any Autostacker website or from any Autostacker online or published catalog.
- AUTOSTACKER warrants that all products shown on any Autostacker website or in any online or published catalog conform to AUTOSTACKER published specifications only and are free from defects in material or workmanship.
- 4. Autostacker websites may contain hypertext or other links to websites not owned or controlled by AUTOSTACKER. Links to other computer systems or websites are not supervised nor regularly reviewed by AUTOSTACKER. AUTOSTACKER specifically disavows legal responsibility for any information, personal opinions, guidance, advice or instruction that a Buyer receives from others or other websites.
- 5. <u>Materials, design, specifications, images and other content from any Autostacker website, or any other Autostacker affiliate or dealer website, or any Autostacker online or published catalog are subject to change. AUTOSTACKER takes no responsibility for improper use or any results thereof. AUTOSTACKER reserves the right to make changes to all published warranties, website content, or published content without incurring any obligation to notify the Buyer or public that changes were made.</u>
- 6. <u>AUTOSTACKER products are provided and sold as is without any express or implied warranties including warranties of merchantability or fitness for particular purpose.</u>
- 7. Autostacker makes no promises, guarantees or assurances that our products meet any state, county, federal or international mandated permit, license, code, standard, certification, or any other mandate other than what is listed or shown on Autostacker website(s), or any Autostacker online or published catalog. Not all Autostacker lift models meet the standards as prescribed by ANSI/ALI ALCTV-(current edition) or ANSI/UL 201. Buyer assumes full responsibility for any state, county, federal or international mandated permit, license, code, standard, certification, or any other mandate required related to the installation and/or operation of any Autostacker product.

  AUTOSTACKER will not be responsible for any charges, fines, liens, or other levies imposed on the Buyer related to any special or regional structural, seismic or any other building code and/or codes such as the Uniform Building Code (UBC), International Building Code (IBC), or any other state, county, federal or international mandated permit, license, code, standard, certification, or other mandate, law, rule, regulation or directive by any other agency, government, administrations, or corporations whether state, county, federal, or international mandated.
- 8. In no event will AUTOSTACKER 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. Damages that AUTOSTACKER will not be responsible for include, but are not limited to: loss of profits; loss of savings or revenue; loss of use of the product 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 and against infringements or to claims for personal injury.
- 9. Unless modified in a writing signed by both parties, it is understood that the AUTOSTACKER published Warranty and BendPak's <u>Terms and Conditions of Sale</u> are to be the complete and exclusive agreement (Agreement) between the parties superseding all oral or written prior agreements and all other communications between the parties relating to the subject matter of said Agreement, including statements made by salespersons. No employee of AUTOSTACKER or any other party is authorized to make any warranty in addition to those made in the Agreement. The buyer is warned, therefore, to check all Warranties and review in full detail the <u>Terms and Conditions of Sale</u> carefully to see that it correctly reflects those terms that are important to the Buyer.
- 10. The Agreement allocates the risks of product failure between AUTOSTACKER and the buyer. This allocation is recognized by both parties and is reflected in the price of the goods. Buyer acknowledges that they have read and fully understand the Agreement, and are bound by its terms. Some States do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to some Buyers. This warranty gives the Buyer specific legal rights. The Buyer may have other rights also which vary from State to State.
- 11. ANY ACTION FOR BREACH OF WARRANTY MUST BE COMMENCED WITHIN 60-DAYS FOLLOWING EXPIRATION DATE OF ANY WARRANTY PROVISION OR TERM.





## PARKING LIFT WARRANTY

**Duration:** From the date of purchase by the original Purchaser or 12-24 months from the date of shipment by Autostacker or whichever comes first.

- ▼ Two Years (24-Months) Warranty on the lift structure
- One Year (12-Months) Warranty on the hydraulic cylinder(s) and power unit
- ✓ One Year (12-Months) Warranty on operating components
- ✓ One Year (12-Months) Labor Warranty on site or at factory
- ✓ One Year (12-Months) Free-Shipping\* on ground-freight charges related to warranty performance

#### **Limited Warranty**

- Who gives this warranty (Warrantor): Autostacker Inc., 1645 Lemonwood Dr., Santa Paula, CA 93060
- 2. Who receives this warranty (Purchaser): The original Purchaser (other than for purpose of resale)
- 3. What products are covered by this warranty: Any Autostacker Commercial Parking Lift or Vehicle Stacker \*\*
- 4. What is covered under this warranty: manufacturer defects due to material and/or workmanship with the exceptions noted below.
- 5. What is not covered under this warranty:
  - a. Any failure that results from Purchaser's abuse, neglect or failure to operate, maintain or service product in accordance with instructions provided in the owner's manual(s) supplied
  - b. Any damage caused by overloading lift beyond rated capacity
  - c. Items or service normally required to maintain the product, i.e. lubricants, oil, etc.
  - d. Items considered general wear parts such as rubber pads, pad adapters, etc. unless wear or failure is a direct result of manufacturer defect due to material and/or workmanship
  - e. Any component damaged in shipment or any failure caused by installing or operating lift under conditions not in accordance with installation and operation guidelines or damaged by contact with tools or surroundings
  - f. Motor or pump failure caused by rain, excessive humidity, corrosive environments or other contaminants
  - g. Rusted components due to improper maintenance or corrosive environments
  - h. Cosmetic defects that do not interfere with product functionality
  - i. Damage due to incorrect voltage or improper wiring
  - j. Any incidental, indirect, or consequential loss, damage, or expense that may result from any defect, failure, or malfunction of Autostacker Inc. product
  - k. All electrical components are guaranteed for one year against defects in workmanship and/or materials when the lift is installed and used according to specifications.
- Responsibilities of Warrantor under this warranty: Repair or replace, at Warrantor's option, component which is defective, has
  malfunctioned and/or failed to conform within duration of the warranty period. Autostacker Inc. will pay reasonable labor costs for the first
  12 months only
- 7. Responsibilities of Purchaser under this warranty:
  - a. Provide dated proof of purchase and maintenance records
  - b. In some cases, components may be required to be shipped to the nearest Autostacker Authorized Service Center. Freight costs, after 12-months, must be borne by the Purchaser.
  - c. Use reasonable care in the operation and maintenance of the products as described in the owner's manual(s).
- 8. When Warrantor will perform repair or replacement under this warranty: Repair or replacement will be scheduled and serviced according to the normal work flow at the servicing location, and depending on the availability of replacement parts.

\*Free-shipping applies to direct shipping points within the 48 continental United States. Rural area shipping surcharge may apply for remote addresses. \*\*For all Autostacker brand Two-Post or Four-Post Vehicle Service Lifts (excluding specialty lifts, high rise, commercial parking, material handling, or models for particular purpose) manufactured on or following 1/1/2011.

#### **Limitation of Liability**

Autostacker shall have no obligation pursuant to this Warranty with respect to products which in our sole judgment have been altered damaged, misused, abused, badly worn, lost or improperly maintained. This Warranty is null and void if the customer or any other person other than an authorized representative of Autostacker has made any attempt to service or modify the tool prior to its return to Autostacker under this Warranty. In no event will either party be liable for any damage caused by the other party's failure to fulfill its responsibilities under these terms and conditions. In no event will either party be liable for any lost profits, lost savings, incidental damage, or other economic consequential damages <u>Autostacker products are provided and sold as is without any express or implied warranties including warranties of merchantability or fitness for particular purpose.</u> No warranties, expressed or implied, will apply after this period. Autostacker may modify these terms and conditions at any time by either providing the customer with written notice or posting such revised terms on www.Autostacker.com. Such revised terms shall be effective thirty days from the date of such written notice or posting.