

HORIZONTAL LIFT COMPANY LLC LIMITED WARRANTY

DEFINITIONS

Lift means the container lift manufactured by HLC you have purchased and covered under this limited warranty.

Breach means the failure of a covered component resulting from a defective part or faulty workmanship as supplied by HLC, but does not include gradual reduction in operating performance due to wear and tear or damage resulting from non-covered parts.

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Limited Warranty

1. Horizontal Lift Company LLC, an Alabama limited liability company ("HLC") hereby disclaims any and all express or implied warranties under the law and provides its customers with only this limited warranty.

2. HLC gives this Limited Warranty to original owners ONLY. This Limited Warranty is non-transferable and non-assignable.

3. **Limited Warranty.** ALL IMPLIED WARRANTIES UNDER THE LAW ARE HEREBY DISCLAIMED BY HLC.

(a) HLC warrants to Buyer that for a period of two (2) years from the date on which the Lift are ready for acceptance by Buyer at the Delivery Point, regardless of whether Buyer has accepted the Lift on that date ("**Warranty Period**"), that such Lift will materially conform to the specifications set forth by the HLC and will be free from material defects in material and workmanship.

(b) **EXCEPT FOR THE WARRANTY SET FORTH HEREIN, HLC MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE LIFT IT SELLS, INCLUDING BUT NOT LIMITED TO ANY (a) WARRANTY OF MERCHANTABILITY; OR (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.**

(c) The HLC shall not be liable for a breach of the warranty set forth herein unless: (i) Buyer gives written notice of the defect, reasonably described, to HLC within 14 days of the time when Buyer first discovers or ought to have discovered the defect; (ii) HLC is given a reasonable opportunity after receiving the notice to examine such Lift and Buyer (if requested to do so by HLC) returns such Lift to HLC's place of business at HLC's cost for the examination to take place there; and (iii) HLC reasonably verifies Buyer's claim that the Lift is defective; (iv) it is not determined by HLC, in its sole discretion, that Buyer misused or improperly operated the Lift.

(d) The HLC shall not be liable for a breach of the warranty set forth herein if: (i) Buyer makes any further use of such Lift after giving such notice; (ii) the defect arises because Buyer failed to follow HLC's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Lift; or (iii) Buyer alters or repairs such Lift without the prior written consent of HLC.

(e) Subject to terms contained herein, with respect to any such Lift during the Warranty Period, HLC shall, in its sole discretion, either: (i) repair or replace such Lift (or the defective part) or (ii) credit or refund the price of such Lift provided that, if HLC so requests, Buyer shall, at HLC's expense, return such Lift to HLC or (iii) pay for Buyer to have the Lift repaired or replaced at an agreeable price and by a qualified third party of HLC's choosing.

THE REMEDIES SET FORTH HEREIN SHALL BE THE BUYER'S SOLE AND EXCLUSIVE REMEDY AND HLC'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH HERE.

4. This limited warranty shall not cover, among other things: damages resulting from foreign matter or water, failure to provide reasonable and necessary maintenance, or failure to follow operating instructions. The limited warranty is not valid for damage resulting from negligence, accident, unreasonable use, abuse, or misuse, exceeding weight capacities or altering the product without HLC's express written authorization. HLC expressly disclaims and excludes any liability for consequential, incidental, indirect or punitive damages or financial loss to people or property resulting from any breach of warranty or the operation or failure of the Lift.

HLC makes no representation that this product complies with local, state, or federal safety/product standards codes. Should this product fail to comply in any way with those codes, it shall not be considered a defect of materials or workmanship. HLC shall not be held liable for any damages resulting from noncompliance. It is the purchaser's responsibility to exercise this limited warranty. Proof of Purchase may be required by HLC. This constitutes the complete and final agreement involving HLC and limited warranty obligations for its products.