

LIMITED WARRANTY

LIMITED WARRANTY. Subject to the limitations as set forth below, Warrantor declares that the Product sold hereunder conforms to Warrantor's published specifications. WARRANTOR MAKES NO REPRESENTATION OR WARRANTY OF ANY OTHER KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE GOODS, WHETHER AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER MATTER.

Duration: From the date of purchase by the original Purchaser, as described below, or from the date of shipment, whichever comes first.

- Three Years (36-Months) Warranty on the lift structure
- Two Years (24-Months) Warranty on the hydraulic cylinder(s) and power unit
- One Year (12-Months) Warranty on operating components
- One Year (12-Months) Warranty on electrical components (excluding power unit)
- 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

- 1. Who gives this warranty (Warrantor): MaxJax / BendPak Inc., 30440 Agoura Road, Agoura Hills, CA 91301
- 2. Who receives this warranty (Purchaser): The original Purchaser (other than for purpose of resale)
- 3. What products are covered by this warranty (Product): Any BendPak MaxJax Two-Post Lift***
- 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 the Product beyond its 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, lifting cables, 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 the Product's functionality.
 - i. Damage due to incorrect voltage or improper wiring.
 - j. Any failure that results from improper installation or use not in accordance with MaxJax specifications.
 - k. Damage caused by disasters such as fire, flood, wind, and lightning.
 - I. Damage caused by unauthorized attachments or modifications.
- 6. Responsibilities of Warrantor under this warranty: Repair or replace, at the Warrantor's option, any component which is defective, has malfunctioned and/or failed to conform to MaxJax specifications within the duration of the warranty period. Warrantor will pay reasonable labor costs for the first 12 months only.
- 7. Responsibilities of Purchaser under this warranty / notice of claims:
 - a. Provide dated proof of purchase and maintenance records.
 - b. In some cases, components may be required to be shipped to the nearest BendPak 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 installation and operation manual(s).
 - d. Immediately upon receipt of the Product, Purchaser shall inspect the same. Any claim for shortage must be made within ten days after Purchaser's receipt. All other claims, including claims for alleged defective Product, must be made within fifteen days after Purchaser learns of the facts upon which such claim is based, but in no event later than the applicable one, two or three year period specified above for the specified component(s). All claims not made in writing and received by Seller within the time periods specified above shall be deemed waived. With respect to any defects incapable of discovery until use, all claims for any damages or losses as a result of such defects shall be deemed waived unless made in writing and received by Seller within fifteen days after Purchaser learns of the alleged defect giving rise to the claim and after the expiration of said periods, but in no event later than the applicable one, two or three year period specified above for the specified component(s). Purchaser expressly assumes all liability for all such damages or losses, irrespective of any use which shall have taken place or whether the alleged defect shall have occurred or been discovered prior to expiration of such periods.
- 8. When Warrantor will perform repair or replacement under this warranty: Repair or replacement will be scheduled and serviced according to the normal workflow at the servicing location, and depending on the availability of replacement parts.
- 9. *As determined by Warrantor at its sole discretion**Free-shipping applies to direct shipping points within the 48 contiguous United States. Rural area shipping surcharge may apply for remote addresses. ***For all BendPak 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 1/1/2020.