



**ENGINEERED
LIFTING
SYSTEMS**
& EQUIPMENT INC.

275 Union St., Elmira, ON N3B 3P1
Phone: 519-669-5545
Toll: 800-263-9823
Fax: 519-669-9047

Email: els@engliftingsystems.com

WARRANTY POLICY

Engineered Lifting Systems (ELS) warrants their equipment, when shipped, and their work (including installation, construction, repair and start-up), when performed, will meet specifications agreed to in writing and will be free from defects in material and workmanship.

PRE-TEST INSPECTION & WARRANTY PERIOD: Every major item of equipment manufactured by ELS is inspected and tested before shipment and is guaranteed against defects in workmanship and material for a period of twelve months from the date of delivery to our customer.

REPLACEMENT: The liability of ELS under the conditions of the warranty is expressly limited to the cost of repair or replacement of any part found to be defective at our discretion, F.O.B. our plant in Elmira, Ontario, Canada.

NOTIFICATION: The obligation of ELS under the warranty is conditional on the prompt receipt of written notice of the claim within the warranty period, including details of the defect.

APPROVAL: Prior to any repairs being done, approval must be obtained in writing from ELS for any inspection, adjustment, repair and/or replacement under the warranty, either at ELS' plant, or at the customer's or other location. Items to be returned to ELS must obtain a return approval number from ELS prior to shipment and must be returned by prepaid freight. Item must be paid in full to be eligible for warranty.

LOCATION: Any adjustments to be made under the warranty at any location other than the ELS plant must have complete and prior written approval from ELS, which must include approval of the nature of the adjustment and all parties performing any or all of the work involved. Repairs performed by anyone without the prior approval of ELS will invalidate and void the warranty.

REPAIR WORK: ELS is not liable if the purchaser carries out any changes or repair work without prior consent by ELS. Where warranty claims

occur outside the Region of Waterloo, Ontario, Canada, ELS shall charge and the Purchaser shall pay, time and expenses for travel only, at ELS' rates then in effect by ELS.

USAGE: There is not warranty, express or implied, of suitability, merchantability or fitness of any piece of equipment for any particular purpose or operation. The warranty applies only to equipment manufactured and warranted by ELS under normal use and service and does not apply in the event of any damage caused by neglect, accident, misuse or resulting from any alteration to the equipment without prior specification approval from ELS.

LIMITATION: ELS will not be liable for any loss, or expense resulting from damages. ELS liability to the buyer for any cause what so ever shall be limited to the purchase price paid to ELS for the goods. In no event shall ELS be liable for any special, incidental, indirect, consequential or punitive damages, even if ELS has been advised of the possibility thereof, including but not limited to lost profits, lost business revenue, damages resulting from loss of data or loss of use of the goods or damages claimed against buyer by any other person, arising under any circumstance.

MANUFACTURER: Warranty claims involving items, which are not specifically manufactured by ELS, are the responsibility of the manufacturer of the item and claims on these items will be directed to the manufacturer responsible. Please note that the ELS warranty does not exceed or supersede the warranty from other manufacturers.

SHIPPING: It is the responsibility of the customer to inspect all items of equipment immediately upon receipt and notify both the carrier and the shipper of any claims resulting from shortages or damage and to provide all the documentation required to establish the claim.

MAXIMUM: Maximum liability is limited to and in no case to exceed the purchase price of the unit manufactured and warranted by ELS.