

Warranty and Terms

Ballymore/Tri-Arc Warranty and Terms

Product Specifications are subject to change without notice. Please confirm critical product specifications at the time of ordering.

INSPECTION PROCEDURE:

Shipments are made FOB factory. Each product has been inspected before shipment. Consignee is responsible to inspect product at time of delivery and should refuse shipment or provide written notice to carrier upon receipt of damaged products.

Carriers and Ballymore will not accept claims if damage is not noted at the time of delivery. Freight: Ship Prepaid and Add to take advantage of freight cost reductions with our carrier. Service Charge will be added Ballymore can provide estimated freight cost based upon our preferred carriers. Note: Cost are subject to change depending on fuel surcharges, special delivery requirements, etc. Ballymore will not be responsible for differences in freight estimates and actual freight costs.

On collect or 3rd party billing shipments, any freight claims must be handled by the customer, including refused shipments.

WARRANTY (ALL PRODUCTS INCLUDING LIFTS):

- A. Seller warrants goods manufactured by it to be free from defects in material and workmanship for one (1) year following the date of shipment.
- B. Products, or component parts which may be sold by Seller but which are not manufactured by the Seller are not warranted by the Seller, but are sold only with the warranties, if any, of the manufacturers thereof
- C. Any warranty claim by the Buyer must be in writing, containing full details and submitted to Seller within 15 days of when the cause of the claim first came to the Buyer's attention. The relevant product must be held intact by the Buyer to be available for inspection by Seller's staff, agents or representatives.
- D. All product returns require a return authorization prior to shipping (RMA). Returns related to a warranty claim will be accepted on the condition that should Seller, in its reasonable opinion, reject the claim, all costs directly incurred by Seller (including the cost of transport to and from the premises of Seller and inspection) will be paid by the Buyer.
- E. The decision to repair or replace any parts of the product will be made by Seller based on which approach will provide the Buyer with the best service.
- F. The liability of Seller for a breach of any express warranty in these terms and conditions, or breach of an implied warranty, condition or representations required by law to be

provided, if any, is limited to (the choice of which is at the discretion of Seller). In the case of product:

- i. replace the product or provide similar product; or
- ii. repair the product; or
- iii. pay to the Buyer the reasonable cost of replacing the product or acquiring an equivalent product; or
- iv. pay the Buyer the reasonable cost of having product repaired; or
- v. accept return of the product and refund the purchase price;

G. To the full extent permitted by law, Seller shall not be held liable for any defects in the product which are the result of:

- a. improper use or mismanagement of the product by the Buyer;
- b. operation other than in accordance with the Seller's operating manual or official user supplements and bulletins supplied by Seller;
- c. use of the product in a manner which is not reasonably contemplated by Seller;
- d. use of the product with parts which have not been approved for use by Seller;
- e. modification of the product in a manner not authorized by Seller;
- f. subjection of the product to unusual or non-recommended conditions, physical, environmental or electrical stress;
- g. reinstallation or moving of the product by a person other than Seller or a 3rd party approved by Seller;
- h. the Buyer's failure to comply with any of these terms and conditions; or
- i. the failure or refusal to install engineering changes or enhancements to the product recommended by Seller.

H. Notwithstanding any other provision of these terms and conditions, to the full extent permitted by law. Seller shall not be liable to the Buyer for any indirect, consequential, incidental, punitive or special loss (including, without limitation, loss of profits, business, interest, or anticipated savings) howsoever arising and whether caused by the negligence of Seller, its employees, agents and/or contractors.

I. This warranty does not cover labor or other costs or expenses to remove or install any defective, repaired or replaced goods.

RETURN POLICY:

If for any reason Buyer is not satisfied with any standard product received from Seller, Buyer must advise Seller within 15 days of receipt of your order. All items to be returned must be authorized and assigned an RMA number by Seller. We will not accept any returns

without a Seller issued RMA number. All returns must be in good condition, in the original packaging (or reasonable substitute) and prepaid within a 15-day period of RMA issue. A 20% -25% re-stocking fee will be applied to all standard items including lifts; 50% on aluminum and stainless. All modified items are non-returnable.

NON-REFUNDABLE ITEMS:

Custom or modified ladders, work platforms, crossovers, modified or custom lifts are non-refundable.

MINIMUM ORDER: \$15.00. Prepay and add shipments are subject to a service charge.

LIFT PRODUCTS INC. WARRANTIES TERMS AND CONDITIONS

TERMS:

Custom orders or orders over \$12,000.00 require 35% down (minimum), balance Net 30 days. Terms may vary depending on dollar amount/Credit Approval and customization, contact Customer Service for details.

CONDITIONS:

- Please review all specifications and options
- Units are manufactured to order and are Non-Cancelable, Non-Returnable