



Limited Warranty

Low-Rise and Mid-Rise Lifts

Revised: 7/23/20

4-Pages

GENERAL PROVISIONS

- 1) In addition to the specific items listed on each of the following individual WARRANTY pages, the following GENERAL PROVISIONS apply.
- 2) The purchaser of any Danmar (Buyer) assumes the risk of verifying all materials or resources used or relied on in making the decision to purchase Product. In no event will DANNMAR be liable to the Buyer or to anyone else for any decision made or action taken in reliance on information obtained from any Danmar website or from any Danmar dealer, or third-party website, or any online or published catalog.
- 3) DANNMAR has exclusive title and ownership rights including all intellectual property rights throughout the world for all material and content contained on any Danmar website or from any Danmar online or published catalog.
- 4) Danmar websites may contain hypertext or other links to websites not owned or controlled by DANNMAR. Links to other computer systems or websites are not supervised nor regularly reviewed by DANNMAR. DANNMAR specifically disavows legal responsibility for any information, personal opinions, guidance, advice or instruction that a Buyer receives from others or other websites.
- 5) Materials, design, specifications, images and other content from any Danmar website, or any other Danmar affiliate or dealer website, or any Danmar online or published catalog are subject to change. DANNMAR is not responsible for improper use or any results thereof. DANNMAR reserves the right to make changes to all published warranties, website content, or published content.
- 6) DANNMAR 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 Danmar website(s), or any Danmar online or published catalog. Not all Danmar lift models meet the standards as prescribed by ANSI/ALI ALCTV- (current edition) or ANSI/UL 201. Consult www.autolift.org for a complete list of lift models that meet ANSI/ALI ALCTV-(current edition) or ANSI/UL 201, or contact Danmar via contact@Danmar.com. 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 Danmar. DANNMAR is not 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.
- 7) Unless modified in a writing signed by both parties, it is understood that DANNMAR published Warranties and DANNMAR Terms and Conditions of Sale, together with these General Provisions 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 DANNMAR 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 Terms and Conditions of Sale carefully to see that it correctly reflects those terms that are important to the Buyer.

LIMITATION OF LIABILITY

(a) Warrantor shall have no obligation pursuant to this Warranty with respect to product (Product's as illustrated on the following pages) which in its sole judgment has been altered damaged, misused, abused, badly worn, lost or improperly maintained. (b) This Warranty is null and void if any person other than an authorized representative of Warrantor has made any attempt to service or modify the Product prior to its return to Warrantor under this Warranty. (c) Products are provided and sold "as-is" without any express or implied warranties including warranties of merchantability or fitness for particular purpose. No warranties, expressed or implied, will apply after this period. (d) PURCHASER'S EXCLUSIVE REMEDY FOR CLAIMS ARISING HEREUNDER SHALL BE FOR DAMAGES. WARRANTOR'S LIABILITY FOR ANY AND ALL LOSSES AND DAMAGES TO PURCHASER RESULTING FROM ANY CAUSE WHATSOEVER INCLUDING WARRANTOR'S NEGLIGENCE, ALLEGEDLY DAMAGED OR DEFECTIVE GOODS, IRRESPECTIVE OF WHETHER SUCH DEFECTS ARE DISCOVERABLE OR LATENT, SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE PARTICULAR GOODS WITH RESPECT TO WHICH LOSSES OR DAMAGES ARE CLAIMED, OR, AT THE ELECTION OF THE WARRANTOR, THE REPAIR OR REPLACEMENT OF DEFECTIVE OR DAMAGED GOODS. IN NO EVENT, INCLUDING IN THE CASE OF A CLAIM OF NEGLIGENCE, SHALL WARRANTOR BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. DAMAGES THAT WARRANTOR 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 agreement allocates the risks of Product failure between Warrantor and the Purchaser. This allocation is recognized by both parties and is reflected in the price of the goods. The Purchaser acknowledges that it has read this agreement, understands it, and is bound by its terms. Unless modified in a writing signed by both parties, this agreement is understood to be the complete and exclusive agreement between the parties, superseding all oral or written prior agreements and all other communications between the parties relating to the subject matter of this agreement, including statements made by salespersons. No employee of Warrantor or any other party is authorized to make any warranty in addition to those made in this agreement. The Purchaser is warned, therefore, to check this agreement carefully to see that it correctly reflects those terms that are important to the buyer. Warrantor may modify these terms and conditions at any time by either providing the Purchaser with written notice or posting such revised terms on www.Dannmar.com. Such revised terms shall be effective thirty days from the date of such written notice or posting. Some States do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary from State to State.



LOW-RISE/MID-RISE LIFTS LIMITED WARRANTY

LIMITED WARRANTY. Subject to the limitations of set forth below, Warrantor warrants that the Product sold hereunder conform 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 original Purchaser or 12-months from the date of shipment by Danmar or whichever comes first.

- **Two Years (12-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) Warranty** on electrical components (excluding power unit) [*] [**]

Limited Warranty

1. Who gives this warranty (Warrantor): Danmar 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 (Product): Any Danmar Low-Rise or Mid-Rise Vehicle Service 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. Freight charges related to warranty performance.
 - b. Onsite labor or factory labor associated with warranty performance.
 - c. 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.
 - d. Any damage caused by overloading Product beyond rated capacity.
 - e. Items or service normally required to maintain the Product, i.e. lubricants, oil, etc.
 - f. Items considered general wear parts such as rubber pads/blocks, etc. unless wear or failure is a direct result of manufacturer defect due to material and/or workmanship.
 - g. 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.
 - h. Motor or pump failure caused by rain, excessive humidity, corrosive environments or other contaminants.
 - i. Rusted components due to improper maintenance or corrosive environments.
 - j. Cosmetic defects that do not interfere with Product functionality.
 - k. Damage due to incorrect voltage or improper wiring.
 - l. Any failure that results from improper installation or use not according to specifications.
 - m. Damage caused by disasters such as fire, flood, wind, and lightning.
 - n. Damage caused by unauthorized attachments or modifications.
6. 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. 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 Danmar 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).
 - 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 five 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 in 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 five 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 work flow at the servicing location, and depending on the availability of replacement parts.
9. *As determined by Warrantor in its sole discretion **For all Danmar brand Low-Rise and Mid-Rise Vehicle Service Lifts (excluding specialty lifts, high rise, commercial parking, material handling, or models for particular purpose) manufactured on or following 6/1/2020.