

## LIMITED WARRANTY

**Limited Warranty:** Subject to the limitations set forth below, THYSSENKRUPP ACCESS MANUFACTURING LLC, 4001 East 138th Street, Grandview, Missouri 64030, warrants to the ORIGINAL PURCHASER ONLY that the Levant stair lift (the "Lift") drive train parts used in the Lift shall be free of defects in material and workmanship for a **five year period** and other component parts used in the Lift shall be free of all defects and workmanship for a **two year period** commencing on the date of purchase. The self-addressed Limited Warranty card must be completed and returned to THYSSENKRUPP ACCESS MANUFACTURING LLC within 30 days from the date of purchase in order for this Limited Warranty to be activated. IF THE LIMITED WARRANTY CARD PROVIDED BY THE DEALER IS NOT RETURNED WITHIN THE FOREGOING TIME PERIOD, THIS LIMITED WARRANTY WILL BE NULL AND VOID.

**Warranty Limitations:** THE FOREGOING LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY PROVIDED BY THYSSENKRUPP ACCESS MANUFACTURING LLC, AND IS IN LIEU OF ALL OTHER WARRANTIES, WRITTEN OR ORAL, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, BY THYSSENKRUPP ACCESS MANUFACTURING LLC OR ANY OTHER PARTY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHETHER OR NOT THE PURPOSE HAS BEEN DISCLOSED AND WHETHER OR NOT THE LIFT HAS BEEN SPECIFICALLY DESIGNED OR MANUFACTURED FOR BUYER'S USE OR PURPOSE. No person has been authorized to provide any other warranty or to assume any other liability with respect to the Lift except by written statement from an authorized officer of THYSSENKRUPP ACCESS MANUFACTURING LLC. This Limited Warranty does not extend to any losses or damages incurred as a result of any of the following: misuse, neglect, accident, abuse, user's negligence, improper operation (operation not in accordance with Owner's Manual), fire, flood, acts of God, ordinary wear and tear, and damage during shipment, improper assembly, care or maintenance if performed by any individual other than an authorized Dealer of THYSSENKRUPP ACCESS MANUFACTURING LLC. The remedies provided under this Limited Warranty do not extend to minor mechanical adjustments (such as tightening of nuts, bolts and screws).

**Limitation of Liability:** UNDER NO CIRCUMSTANCES SHALL THYSSENKRUPP ACCESS MANUFACTURING LLC OR ANY OF ITS AUTHORIZED DEALERS BE LIABLE FOR LOSSES OR DAMAGES ARISING FROM DELAY IN PERFORMANCE, OR USE OR INABILITY TO USE THE LIFT, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION (WHETHER BASED IN CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE), AND IN NO EVENT SHALL THYSSENKRUPP ACCESS MANUFACTURING LLC' LIABILITY TO BUYER EXCEED THE PRICE PAID BY BUYER FOR THE LIFT. BUYER AGREES THAT IN NO EVENT SHALL SELLER'S LIABILITY TO BUYER EXTEND TO INCLUDE INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES. The term "consequential damages" shall include, but not be limited to, loss of use and loss or damage to property. Some states do not allow limitations on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages, or legal remedies, so these above limitations may not apply to you.

**Claims:** THE SOLE AND EXCLUSIVE REMEDY FOR BREACH OF THE LIMITED WARRANTY HEREUNDER SHALL BE LIMITED TO REPAIR OF THE DEFECT OR REPLACEMENT OF THE LIFT WITHOUT CHARGE. Claims for defects in material and workmanship under this Limited Warranty must be made within the warranty period set forth above by written notification to the authorized THYSSENKRUPP ACCESS MANUFACTURING LLC Dealer from which the Lift was purchased. The written notice must include a description of the defect complained of, along with a copy of the invoice or other proof of purchase and the serial number of the Lift. The authorized Dealer will notify THYSSENKRUPP ACCESS MANUFACTURING LLC of the claim, and either the Dealer or an authorized THYSSENKRUPP ACCESS MANUFACTURING LLC technician will, at THYSSENKRUPP ACCESS MANUFACTURING LLC' option, repair or replace the Lift at Buyer's premises without charge for materials. Buyer may engage a third party other than THYSSENKRUPP ACCESS MANUFACTURING LLC or an authorized THYSSENKRUPP ACCESS MANUFACTURING LLC Dealer or technician to repair or replace the Lift or to cure any defects in material and workmanship that would otherwise be covered under this Limited Warranty. HOWEVER, THIS LIMITED WARRANTY DOES NOT COVER ANY CHARGES OR EXPENSES ASSESSED BY ANY SUCH THIRD PARTY OR COMPANY PERFORMING SUCH REPAIRS OR REPLACEMENT WORK. COSTS FOR PARTS THAT ARE NOT GENUINE THYSSENKRUPP ACCESS MANUFACTURING LLC PARTS, AND/OR DAMAGES TO THE LIFT CAUSED BY THE USE OF NON-GENUINE THYSSENKRUPP ACCESS MANUFACTURING LLC PARTS OR BY THE PERFORMANCE OF A NON-THYSSENKRUPP DEALER OR AUTHORIZED TECHNICIAN, ARE NOT COVERED UNDER THIS LIMITED WARRANTY.

This Limited Warranty gives you specific legal rights, and you may have other rights which vary from state to state.

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