

LIMITED WARRANTY with EXTENSION OPTION

For LEGACY LIFTS® LIFT PRODUCTS

When the Legacy Lifts® lift product is installed, adjusted and operated in accordance with Legacy Lifts® instructions, with normal use and regular maintenance and service, Legacy Lifts® will, for a period of 365 days from the date of substantial installation, provide replacement parts to your dealer at no charge. Exceptions include: cable and remote control transmitters. The gear reducer and motor are warranted for two (2) years. The structure is warranted to a generous five (5) years. Legacy Lifts® replacement parts in a warranty case shall perform for the term of the original warranty period repaired or replaced at the discretion of the dealer. Regarding DIY warranty, the part in question will be sent back to Legacy – to be tested, repaired or replaced, then returned.

This Limited Warranty extends to the original product owner and is not transferable; however, Legacy Lifts® may optionally agree in writing at order consummation that a builder may hold temporary ownership for an agreed number of days, prior to granting ownership to its intended product owner with normal warranty. In the case of temporary builder ownership, Legacy Lifts® authorized personnel shall physically inspect and certify that the lift retains original design and manufacture credibility before the builder transfers ownership with normal warranty. Any issues noted during the Legacy Lifts® mandatory inspection shall be reconciled before transfer.

The Limited Warranty applies to residential property installations utilized by the original product owner or family member(s) only, and is not valid on property used for commercial or rental purposes. Acts of God; misuse and abuse; operator error; neglect; normal wear and tear; use beyond rated capacity; unsuitable power source; unfavorable environmental conditions; and, unauthorized repair, modification and/or alteration are excluded from Limited Warranty.

Performance under this Limited Warranty is specifically subject to the product owner acknowledging in writing to Legacy Lifts® or its authorized representation that original installation is satisfactory including electrical, mechanical and structural considerations. This warranty performance is also subject to the product owner registering for warranty per the enclosed form for this purpose. Notwithstanding completion of the above acceptance acknowledgment and registration for warranty, Legacy Lifts® commitment and responsibility hereto begins upon substantial installation.

Legacy Lifts® does not recommend, and is not responsible for any modifications, alterations, or installations to its products that are not made by Legacy Lifts® personnel or their authorized representatives, nor replacement of worn or damaged parts from another manufacturer. This Limited Warranty specifically excludes products or components installed by others not authorized by Legacy Lifts®. This Limited Warranty also excludes installation of products or components by others not in compliance with applicable codes governed by bodies having jurisdiction over the installation site. The product owner shall hold Legacy Lifts® harmless for all claims subject to “Work Done by Others.” In cases where the Legacy Lifts® product, parts or components are altered in any way by another entity (non Legacy Lifts®), Legacy Lifts® and its authorized representation reserve the right to void warranty.

No Legacy Lifts® employee or representative is authorized to change the foregoing warranties in any way or grant any other warranty on behalf of Legacy Lifts®.

Legacy Lifts® makes no other express warranties to the purchaser of this product except as set forth above. This warranty covers a consumer product. No warranties, expressed or implied, (including, but not limited to, the warranty of merchantability or fitness for a particular purpose), shall extend beyond the applicable time period stated above and from the date the product is substantially installed, in sole opinion of Legacy Lifts®. User is responsible for determining whether the Legacy Lifts® product, as

installed, is fit for a particular purpose and suitable for the product owner's method, use and application. Legacy Lifts® is not responsible for any incidental, consequential or punitive damages resulting from the use of this product whether direct, indirect, special, incidental or consequential, regardless of the legal theory asserted, including warranty, contract, negligence, strict liability or other. Legacy Lifts® liability for any damages from use of this product or breach of any implied warranty is limited solely to repair or replacement of parts in accordance with the terms set forth above and these are the exclusive remedies available to the purchaser.

In the event this Limited Warranty is subject to any U.S. State Condominium or other Governmental Act requiring an extension to the warranty period for an additional charge per unit per year of extension; and/or, if the product owner so elects, Legacy Lifts® offers an extended warranty at a quoted price that shall be due and payable to Legacy Lifts® upon commencement of Limited Warranty.