

Term of limited warranty: EZ-ACCESS, a division of Homecare Products, Inc., (herein referred to as Manufacturer), warrants that the product shall be free from defects in material and workmanship under normal use and service. Metal structure components for a period of two years, and drive train and electrical components for a period of one year from the date of first in-service. This warranty does not cover labor and other services after the initial 30 days. *If repair or replacement of Passport™ Lift is not commercially practical or cannot be timely made, Manufacturer may elect to refund the purchase price of Lift.*

Coverage: This limited warranty applies to the original purchaser only and is non-transferable. This warranty is provided to the Authorized EZ-ACCESS Dealer on behalf of the final purchaser of the product and is not transferable. The Manufacturer's warranty does not cover labor charges for the removal, repair or replacement of warranty parts but such costs may be covered for a period of time by the Authorized EZ-ACCESS Dealer's warranty, which is provided to purchaser separately.

Conditions:

1. This warranty only applies to products installed and maintained by an Authorized EZ-ACCESS Dealer in conformance with all applicable local and national codes, and installed in accordance with the recommendations contained in Installer's Manual.
2. The warranty is void if regular inspection and maintenance of product is not being carried out by an Authorized EZ-ACCESS Dealer in accordance with the recommendations contained in the User's Manual. It is the User's (owner) responsibility to keep records of all such service.
3. *This warranty does not apply to the following:*
 1. Minor mechanical adjustments such as tightening of nuts, bolts, and screws.
 2. Items that require periodic assessment, maintenance and/or replacement.
 3. No part of this warranty will apply to any product which has been subject to misuse, vandalism, negligence, alteration, improper loads, accident, improper installation, or which has been repaired outside Manufacturer's place of business in any way as in the reasonable judgment of Manufacturer, to adversely affect its performance and reliability, nor to normal deterioration due to wear, tear and exposure, corrosion, or damage caused by rain, fire, earthquake or other natural causes or acts of nature.

Standard Procedures: Required warranty parts will be shipped at Manufacturer's expense by UPS ground. Expedited or air shipment of parts is available at Dealer's request and expense. Some parts covered under this warranty may be commercially available from a source close to the job site and Manufacturer will reimburse Dealer for cost to purchase these items provided that approval is obtained from EZ-ACCESS Customer Service Department in advance. Manufacturer may, at its option, repair, replace, or provide factory reconditioned parts. Manufacturer reserves the right to reimburse for full amount of purchase price. If Purchaser discovers a defect, **he/she must call Manufacturer at 253-249-1101 to request a Return Authorization (RA)** to return the product to Manufacturer. Return the product, freight prepaid, to EZ-ACCESS, 700 MILWAUKEE AVE N., ALGONA WA 98001-7408, with proof of purchase indicating the date purchased. Return freight and repair charges will be the responsibility of the purchaser if the problem is not covered by warranty. Manufacturer will pay for shipping back to the purchaser within the continental United States if a defect in material or workmanship is discovered.

Disclaimers:

1. THE WARRANTIES AND REMEDIES CONTAINED HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY LIABILITY ARISING UNDER ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, STATUTORY OR OTHERWISE. HOWEVER, THAT IF ANY IMPLIED WARRANTY CANNOT BE DISCLAIMED IN ANY TERRITORY WHERE A PRODUCT IS SOLD, THE DURATION OF SUCH IMPLIED WARRANTY IS LIMITED TO THE DURATION OF THE LIMITED WARRANTY DESCRIBED IN THE FIRST PARAGRAPH.
2. MANUFACTURER SHALL NOT BE LIABLE UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, RESULTING FROM THE USE, MISUSE OR INABILITY TO USE THE PRODUCT, OR ARISING OUT OF ANY BREACH OF THIS LIMITED WARRANTY, EVEN IF MANUFACTURER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE SOLE REMEDY FOR A BREACH OF THE FOREGOING LIMITED WARRANTY IS REPLACEMENT OF THE DEFECTIVE OR NON-CONFORMING PRODUCT OR PART. THE MAXIMUM LIABILITY OF MANUFACTURER UNDER THIS WARRANTY IS LIMITED TO THE PURCHASE PRICE OF THE PRODUCT COVERED BY THE WARRANTY.
3. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which may vary from State to State. Manufacturer reserves the right to change or improve its product without any obligation to change or improve any product previously manufactured by it.
4. Manufacturer disclaims liability for any personal injury or property damage resulting from the operation of a product that has been modified from the original Manufacturer design. No person or company is authorized to change the design of this product without written authorization by Manufacturer.
5. Manufacturer's obligation under this warranty is exclusively limited to the repair or exchange of parts that fail within the applicable warranty period.