

## LIFTMOORE LIMITED WARRANTY

### Parts and Structural

Liftmoore, Inc. warrants each LIFTMOORE crane to be free from defects in materials and workmanship for twelve (12) months from the date of delivery to the original customer. Under the terms of this warranty the crane structural components manufactured by LIFTMOORE, Inc. are warranted for thirty-six (36) months from the date of delivery to the original customer. LIFTMOORE, Inc. will repair or replace, as its sole discretion, any equipment or part that is returned f.o.b. to LIFTMOORE, Inc.'s plant at 7810 Pinemont Drive, Houston, Texas 77040, or to one of its authorized dealers, and is found by LIFTMOORE, Inc. or its authorized dealer to have been defective at the time of original delivery.

The foregoing warranty is the exclusive warranty made by LIFTMOORE, Inc. with respect to its cranes and is in lieu of all other warranties. ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS OF ANY CRANE FOR A PARTICULAR PURPOSE OR OPERATION, ARE HERBY EXPRESSLY DISCLAIMED.

The foregoing warranty applies only to LIFTMOORE cranes under normal use and service and does not apply in the event of damage caused by repair or alteration or damage during shipment, accident, negligence, overloading, or misuse, including operator's failure to follow any of the instructions issued with the crane.

This warranty is limited to the original purchaser and is not assignable. In order to submit a claim, the original purchaser must provide a copy of the original invoice for the crane in question within twelve (12) months following the delivery date and within 30 days from the date of repair.

The warranty applies only when the LIFTMOORE crane is used for commercial purposes and does not cover any purchase for use for personal, family or household purposes.

**LIMITATION OF LIABILITY:** LIFTMOORE, Inc.'s liability for any losses or damages resulting from any cause whatsoever, including LIFTMOORE, Inc.'s NEGLIGENCE or from a defective crane irrespective of whether such defects are discoverable or latent, shall in no event exceed the purchase price of the crane to which losses or damages are claimed, or at the election of LIFTMOORE, Inc., the repair or replacement of the defective crane.

In no event shall LIFTMOORE, Inc. be liable for any special, incidental, or consequential damages, including commercial losses or costs of any kind sustained by purchaser or any other person or for any damages for which purchaser may be liable to other persons by reason of any defect in any LIFTMOORE crane or any part thereof.

LIFTMOORE, Inc. reserves the right to make changes in design or construction of its cranes at any time without obligating itself to make such changes on cranes previously manufactured.

No agent, employee, or representative of LIFTMOORE, Inc. has authority to amend or modify the foregoing warranty or to bind LIFTMOORE, Inc. by any other warranty, guaranty, or assumption of liability.

In the event any provision of this warranty is for any reason held ineffective, the remaining provisions shall remain in full force and effect.

Some states do not allow limitations on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages, so the above limitations and exclusions may not apply to you. This warranty gives you specific legal rights, and you may also have other legal rights that vary from state to state.



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