

Cargo Lift Distributors, LLC Limited Warranty

EasyLift™, EconomyLift™ and MiniLift™ are branded product names of Cargo Lift Distributors, LLC. Cargo Lift Distributors, LLC is the Master Distributor for all cargo lifts designed and manufactured by Upandown Industries, LLC and is authorized to market/distribute their cargo lifts under the branded name of EasyLift™, EconomyLift™ and MiniLift™. As the Master Distributor for Upandown Industries, LLC, Cargo Lift Distributors, LLC is authorized to offer, on their behalf, the following limited warranty:

Cargo Lift Distributors, LLC warrants only to the original purchaser of an EasyLift™, EconomyLift™ or MiniLift™ cargo lift purchased or used for private and recreational purposes, the following:

1. That the structural components of the cargo lift are free from manufacturing defects or defects in craftsmanship for a period of five (5) years when purchased from Cargo Lift Distributors, LLC or any authorized distributor, dealer and/or agent of Cargo Lift Distributors, LLC. During this period Cargo Lift Distributors, LLC will provide replacement parts for the structural components of the cargo lift which exhibit manufacturing defects or defects in craftsmanship, as determined by Cargo Lift Distributors, LLC's absolute and sole discretion, without charge.
2. That the gear unit components of the cargo lift are free from manufacturing defects or defects in craftsmanship for a period of five (5) years when purchased from Cargo Lift Distributors, LLC or any authorized distributor, dealer and/or agent of Cargo Lift Distributors, LLC. During this period, Cargo Lift Distributors, LLC will provide replacement parts for the gear unit components of the cargo lift, or any part or piece thereof, which exhibits a manufacturing defect or defect in craftsmanship, as determined by Cargo Lift Distributors, LLC's absolute and sole discretion, without charge.
3. That the electrical components of the cargo lift are free from manufacturing defects or defects in craftsmanship for a period of one (1) year when purchased from Cargo Lift Distributors, LLC or any authorized distributor, dealer and/or agent of Cargo Lift Distributors, LLC. During this period Cargo Lift Distributors, LLC will provide replacement parts for the electrical components of the cargo lift, or any part or piece thereof, which exhibits a manufacturing defect or defect in craftsmanship, as determined in Cargo Lift Distributors, LLC's absolute and sole discretion, without charge.

This limited warranty becomes effective as of the date of delivery to the original purchaser. In order for this limited warranty to become effective, the original purchaser must, within ninety (90) days of the date of delivery, either (1) complete the warranty registration card provided with the cargo lift and return it to Cargo Lift Distributors, LLC at P.O. Box 1932, Crystal Beach, TX 77650, or (2) complete and submit the warranty registration information on Cargo Lift Distributors, LLC's website, located at www.beachhouselifts.com. Please use your street number as your serial number.

REGISTRATION IS A CONDITION PRECEDENT TO Cargo Lift Distributors, LLC's OBLIGATIONS UNDER THIS LIMITED WARRANTY.

In order to make a claim under this limited warranty, the original purchaser must provide the following in writing, addressed to:

**Cargo Lift Distributors, LLC
P.O. Box 1932
Crystal Beach, TX 77650**

Send:

1. Full name and address of person making claim
2. Make and model of cargo lift
3. Date of registration of warranty
4. Date of purchase and from whom
5. A clear and specific description of the defect
6. Name, address, and telephone number of the person(s) or companies performing the installation
7. Return authorization number from Cargo Lift Distributors, LLC is required before parts are returned to Cargo Lift Distributors, LLC by original purchaser.

This limited warranty does not include labor costs associated with repairing or replacing the cargo lift, nor does it require Cargo Lift Distributors, LLC to provide labor services for the repairing or replacing of the cargo lift. This limited warranty does not extend to products, equipment and accessories not manufactured by Upandown Industries, LLC, and distributed by Cargo Lift Distributors, LLC, including without limitation, the stainless steel cables of the cargo lift. This limited warranty is valid only when such products are used under normal conditions of recommended use. This limited warranty does not cover replacement or repair of the cargo lift, or any part thereof damaged by acts of God, abuse, accident, misuse, neglect, alteration, modifications, repair, disaster, overloading, negligence, unauthorized use, improper installation, improper testing, improper product selection, failure to follow maintenance recommendations, failure to follow instructions or warnings, or any other cause beyond the control of Cargo Lift Distributors, LLC. This limited warranty does not cover routine maintenance and service. Any repair work performed on the cargo lift, or any part or piece thereof manufactured by Upandown Industries, LLC and distributed by Cargo Lift Distributors, LLC, by any person other than an employee of Cargo Lift Distributors, LLC, its authorized distributors, dealers and/or agents or a person authorized in writing by Cargo Lift Distributors, LLC to perform specified repair work, shall void this warranty. This limited warranty is not transferable or enforceable by any party other than the original purchaser. This limited warranty does not apply to EasyLift™, EconomyLift™ or MiniLift™ purchased for

commercial use. Cargo Lift Distributors, LLC warrants the replacement parts provided pursuant to this limited warranty to be free from manufacturing defects or defects in craftsmanship, under the same terms as set forth herein, except that the time period for the limited warranty shall, in that instance, be the greater of (i) ninety (90) days from the date the replacement part was delivered to the original purchaser, or (ii) the period of time remaining on the original limited warranty. This limited warranty is limited to cargo lifts sold and used in the United States. The sole and exclusive remedy provided by this limited warranty is the providing of replacement parts for the cargo lift, or any part or piece thereof manufactured by Cargo Lift Distributors, LLC as more fully set forth above.

Purchaser/Homeowner accepts all liability for damages or injury due to misuse, self-repairs, modifications or repairs by non-authorized personnel.

Cargo Lift Distributors, LLC its owners, partners, employees authorized distributors, dealers and/or agents make no specified, expressed or implied warranty that the cargo lift is capable of transporting humans and/or animals.

ALL WARRANTIES IMPLIED BY LAW, INCLUDING (BUT NOT LIMITED TO) IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED OR, IF A DISCLAIMER IS NOT PERMITTED BY APPLICABLE STATE LAW, ARE EXPRESSLY LIMITED TO THE DURATION OF THE COVERAGE PERIOD SET FORTH ABOVE.

CARGO LIFT DISTRIBUTORS, LLC SHALL HAVE NO LIABILITY FOR ANY INDIRECT OR SPECULATIVE DAMAGES (INCLUDING, WITHOUT LIMITING THE FOREGOING, CONSEQUENTIAL, INCIDENTAL AND SPECIAL DAMAGES) ARISING FROM THE USE OF OR INABILITY TO USE THIS PRODUCT, WHETHER ARISING OUT OF CONTRACT, NEGLIGENCE, TORT, OR UNDER ANY WARRANTY, IRRESPECTIVE OF WHETHER CARGO LIFT DISTRIBUTORS, LLC HAS ADVANCE NOTICE OF THE POSSIBILITY OF ANY SUCH DAMAGES, INCLUDING, BUT NOT LIMITED TO LOSS OF USE, BUSINESS INTERRUPTIONS, AND LOSS OF PROFITS. NOTWITHSTANDING THE FOREGOING, CARGO LIFT DISTRIBUTORS, LLC, TOTAL LIABILITY FOR ALL CLAIMS UNDER THIS LIMITED WARRANTY SHALL NOT EXCEED THE PRICE PAID BY THE ORIGINAL PURCHASER FOR THE CARGO LIFT. THESE LIMITATIONS ON POTENTIAL LIABILITIES WERE AN ESSENTIAL ELEMENT IN SETTING THE PRICE OF THE CARGO LIFT. CARGO LIFT DISTRIBUTORS, LLC NEITHER ASSUMES NOR AUTHORIZES ANYONE TO ASSUME FOR IT ANY OTHER.