



*Beach House Cargo Lifts
Branded Product of Cargo Lift Distributors*

Terms and Conditions

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The following terms and conditions apply to any and all EasyLift™ Cargo Lifts, (a Division of Marine Lift & Dock Supply, LLC.) customers.

Conditions of Sale – Unless otherwise agreed in writing, the prices will constitute the entire terms and obligations upon acceptance of any order. Orders are filled without addition, deletion, or modification. Special terms printed on orders will not be recognized where they differ from those of EasyLift Cargo Lifts products.

Price Agreement – At EasyLift Cargo Lifts, we are very careful, but sometimes errors happen. All errors are subject to correction. EasyLift Cargo Lifts reserves the right to change prices and specifications without notice.

Manufacture Suggested Retail Price (MSRP) – EasyLift Cargo Lifts will sell directly to the consumer at this MSRP price level.

Price and Terms – Prices and terms are subject to change without verbal or written notice. Orders are accepted on the basis of prices in effect on the date of shipment.

Order Processing

- **Verbal Ordering** – EasyLift Cargo Lifts' sales staff will make every effort to properly communicate your order, but EasyLift Cargo Lifts will not be held responsible for mistakes from any verbal orders that are not accompanied by a written confirmation.
- **Fax Ordering** – It is the customer's responsibility to ensure that EasyLift Cargo Lifts received the order by fax. Fax number: 409.684.5933.

Shipping and Delivery

- **Freight Policy** – EasyLift Cargo Lifts will ship an order by motor carrier unless otherwise specified as a freight order that must be quoted at time of shipping. It is the responsibility of the customer to pay for all shipping and handling charges for each order.
- **Residential Deliveries** – Shipping and freight companies may charge an additional fee on top of the original freight charge if delivering in a residential area. Shipping and freight companies each have their own definitions of a residential delivery.
- **Freight Quotes** – Please contact EasyLift Cargo Lifts for a freight quote. We will quote freight based on information supplied by the customer at that time. EasyLift Cargo Lifts will not be held responsible to this quote if unforeseen charges are applied such as a residential delivery charge. Due to the fluctuation of fuel costs, all freight quotes supplied by EasyLift Cargo Lifts will be considered an estimate. If actual billed charges are higher than what was quoted, the customer will be responsible to pay the difference.
- **Unforeseen Freight Charges** – Sometimes freight companies will impose unforeseen charges such as missed delivery attempts or residential charges. If this happens EasyLift Cargo Lifts will bill the customer for these charges. If a customer has already paid the invoice by credit card, EasyLift Cargo Lifts reserves the right to run the credit card again for these charges. EasyLift Cargo Lifts will provide proof that these charges were applied to EasyLift Cargo Lifts by the shipping company per the customer's request. If contesting these charges, contact the EasyLift Cargo Lifts shipping department to complete a claim. EasyLift Cargo Lifts will not credit any charges until the claim is approved by the said shipping company.
- **Receiving Freight or a Shipment** – Signing the delivery ticket as received is a contractual agreement transferring ownership of the shipment from EasyLift Cargo Lifts to the signee. BEFORE you sign the delivery ticket make sure delivery is complete and no visible damages are present. If items are missing or damaged either note this on the delivery ticket and have the driver sign this notation or refuse the shipment. If the shipment is delivered and signed as a complete delivery, then it is understood by EasyLift Cargo Lifts that the shipment arrived complete with no damage.

- **Hidden Damages or Missing Pieces** – Claims for shortages or unseen damages MUST be made within 10 days of receipt of shipment.
- **Shipping and Freight Claims** – EasyLift Cargo Lifts’ shipping department will help with the shipping claim process, but it is the responsibility of the customer to file the claim with the shipping company. EasyLift Cargo Lifts is not responsible for the replacement of any items that have been lost in shipment and signed for as received by a customer. Only when a claim is approved by the shipping company will EasyLift Cargo Lifts send a replacement item. Please note that a shipping or freight company most likely will not approve a claim if the customer has signed for it in full. EasyLift Cargo Lifts is not responsible if an unauthorized person signs for the shipment that is incomplete or damaged.
- **Incorrect Orders Shipped** – If EasyLift Cargo Lifts is found to be at fault for shipping a customer the wrong item or quantity, EasyLift Cargo Lifts will reship the item or correct quantity to that customer at EasyLift Cargo Lifts’ expense. This correction will be processed as any other order and will follow standard EasyLift Cargo Lifts processing procedures. EasyLift Cargo Lifts will arrange for the wrong item to be returned at EasyLift Cargo Lifts’ expense. If the said item has not been returned to EasyLift Cargo Lifts within 10 days of the claim, that customer will be billed for the item.
- **Freight Paid** – If an error was made by EasyLift Cargo Lifts on an order, EasyLift Cargo Lifts will pay freight when correcting those items. EasyLift Cargo Lifts reserves the right to select a carrier for any shipment that qualifies for prepaid freight. EasyLift Cargo Lifts will not prepay overnight, next day air, second day air or priority shipments regardless of the situation.
- **Labor & Time Lost** – EasyLift Cargo Lifts is not responsible for any labor or time lost by a company due to faulty equipment, incorrect shipments, lost shipments, backorders or any other mistake that might be caused by EasyLift Cargo Lifts or one of the freight companies used.

Warranty and Return Procedures

EasyLift™ Cargo Lifts Limited Warranty

EasyLift™ Cargo Lifts is a division of Marine Lift & Dock Supply, LLC. Marine Lift & Dock Supply, LLC is the Master Distributor for all cargo lifts designed and manufactured by UpanDown Industries, LLC and is authorized to market their cargo lifts under the branded name of EasyLift™ Cargo Lifts. As the Master Distributor for UpanDown Industries, LLC, Marine Lift & Dock Supply, LLC is authorized to offer on their behalf the following limited warranty:

EasyLift™ Cargo Lifts warrants only to the original purchaser of an EasyLift 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 EasyLift Cargo Lifts or any authorized distributor of EasyLift Cargo Lifts. During this period EasyLift Cargo Lifts will provide replacement parts for the structural components of the cargo lift which exhibit manufacturing defects or defects in craftsmanship, as determined in 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 EasyLift Cargo Lifts or any authorized distributor of EasyLift Cargo Lifts. During this period, EasyLift Cargo Lifts 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 EasyLift Cargo Lifts 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 EasyLift Cargo Lifts or any authorized distributor of EasyLift Cargo Lifts. During this period EasyLift Cargo Lifts 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 EasyLift Cargo Lifts' 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, complete and submit the warranty registration information on EasyLift Cargo Lifts website, located at www.beachouselifts.com. Upon registration by the original purchaser, EasyLift Cargo Lifts will provide confirmation of registration in the manner selected by the original

purchaser at the time of registration (i.e., U.S. Mail, facsimile, or electronic mail).
REGISTRATION IS A CONDITION PRECEDENT TO EasyLift Cargo Lifts **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:

EasyLift™ Cargo Lifts
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 EasyLift Cargo Lifts is required before parts are returned to EasyLift Cargo Lifts by original purchaser.

This limited warranty does not include labor costs associated with repairing or replacing the cargo lift, nor does it require EasyLift Cargo Lifts 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 EasyLift Cargo Lifts, 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, 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 EasyLift Cargo Lifts. 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 EasyLift Cargo Lifts, by any person other than an employee of EasyLift Cargo Lifts., or a person authorized in writing by EasyLift Cargo Lifts 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 Cargo Lifts purchased for commercial use. EasyLift Cargo Lifts 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 EasyLift Cargo Lifts as more fully set forth above.

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.

EASYLIFT™ CARGO LIFTS 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 EASYLIFT CARGO LIFTS 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, EASYLIFT CARGO LIFTS, 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. EASYLIFT CARGO LIFTS NEITHER ASSUMES NOR AUTHORIZES ANYONE TO ASSUME FOR IT ANY OTHER.

Return Procedure

EasyLift Cargo Lifts has implemented the following procedure in order to improve our turnaround time in processing part returns and warranty issues.

- Customer lists the parts and/or warranty items with quantity, EasyLift Cargo Lifts part number, description and reason for return. Please detail as much as possible. It is preferred that this be done on a monthly basis.
- Customer contacts EasyLift Cargo Lifts with the list by fax 409.684.5933, by E-mail info@beachouselifts.com, or on-line at www.Beachouselifts.com. EasyLift Cargo Lifts reviews the list and issues a Return Material Authorization (RMA) number for return and inspection of parts. **The RMA number is not an authorization for credit to the account.**
- Product is to be returned as specified on the RMA. Returned shipment must be clearly marked with the RMA number. If product is received from the customer

that is not listed on the RMA, no credit will be given for that product. Do not mix parts from other RMA's.

Returns can be shipped via UPS, FedEx, DHL, etc. to:

EasyLift™ Cargo Lifts Returns
1256 Boyt Rd
Port Bolivar, TX 77650

EasyLift Cargo Lifts receives product and RMA, verifies part numbers and quantities.

Returned parts are inspected and tested by the Quality Control Department.

A credit will be issued if the product tested is found to be defective and within warranty guidelines.

No credit will be issued for products found to be out of warranty.

Any product that is found to be not defective and in good working order will be held for 30 days. You will be notified that your product is not defective and product can be returned to you at your cost if requested. You must respond to the notification within 30 days or the product will be destroyed. Credit will not be issued for this product or on any product tested to be in good working order.

Products sold by EasyLift Cargo Lifts are covered against defects by the manufacturers' warranty. Warranty information should be included with your product. Should you experience any product defects outside of our return period or if you have any questions, please call 888.684.6110.

Returned defective or used merchandise will require a RMA number issued by EasyLift Cargo Lifts. This merchandise will be inspected and a handling fee of up to 20% may be charged on any or all returns. If the used merchandise is deemed unsellable a credit will not be issued.

If you are sending back defective or used material you will have to contact EasyLift Cargo Lifts for an RMA number. SHIP the unused merchandise with a copy of the return form via UPS, FedEx or DHL to:

EasyLift™ Cargo Lifts Returns
PO BOX 1932
CRYSTAL BEACH TX 77650

Payments and Accounting

- **Late Payments** – All invoices will begin acquiring finance charges at midnight on the day the invoice is due, regardless of any outstanding credits, warranties, discrepancies or issues with prior invoices. These issues are handled separately by our customer service department. It is the sole discretion of EasyLift Cargo Lifts to credit back any finance charges that have been added to late invoice.
- **Delinquent Accounts & Returned Check** – EasyLift Cargo Lifts reserves the right to hold shipments or refuse orders to customers that have past due invoices. A hold will be put on all accounts that are found delinquent.
- EasyLift Cargo Lifts accepts VISA, MASTER CARD, AMERICAN EXPRESS, and DISCOVER. Any customer is welcome to pay their invoice using one of these methods. EasyLift Cargo Lifts will prosecute any delinquent account to the fullest extent of the law if that account continually refuses payment of an outstanding invoice or invoices and is not abiding by the Terms and Conditions that are set forth by EasyLift Cargo Lifts.
- If a check is returned to EasyLift Cargo Lifts due to lack of funds, EasyLift Cargo Lifts will contact the customer and offer to run the check again. A fee of \$35.00 from EasyLift Cargo Lifts and any bank charges will be posted against the customer's account. If customer cannot be reached, EasyLift Cargo Lifts will attempt to run the check one more time. If the check bounces a second time the check will be turned over to the District Attorney's Office. EasyLift Cargo Lifts considers this theft and will prosecute to the fullest extent of the Law.

Privacy and Security – At EasyLift Cargo Lifts we will not share, sell or rent our clients' and/or users' personal information for profit with anyone, anywhere, anytime without prior permission. If you place an order for products or services, we will collect Personal Identifiable Information (name, address, billing info), which will be used solely for payment processing or further communication with you. Any information provided is not retained on this site. We may be required to provide information in response to a court order, subpoena, or government investigation.