

17030 Alico Center Rd. Fort Myers, FL 33967 Toll Free 1-800-545-5603 Phone: (239) 432-9110

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Limited Warranty

Imm Quality Boat Lifts warrants our boat lifts as follows:

- 1. With respect to lifts purchased or used for personal, family or household purposes, Imm Quality Boat Lifts (the "Company") warrants the structural integrity of the aluminum cradle beams and top beams of our 4 and 8 post boat lifts for a period of 15 years from the date of delivery to the original owner.
- 2. With respect to lifts purchased or used for personal, family or household purposes, Imm Quality Boat Lifts warrants the structural integrity of the aluminum carriage beams of our elevator and PWC boat lifts for a period of 5 years from the date of delivery to the original owner.
- 3. The Company further expressly warrants that lifts purchased or used for personal, family or household purposes shall be free from manufacturer's defects in material and workmanship for a period of 5 years on gear boxes, 2 years on all electrical motors and 1 year on all other components from the date of delivery to the original owner. Our underwater tracks and hardware are warranted for a period of 1 year from defects in material and workmanship with the following limitations: Sacrificial anodes must be maintained and an electrical disconnect, including neutral and ground, must be provided or warranty will be null and void. Under no circumstances will the warranty coverage extend to damage caused by electrolysis or corrosion.

The Company agrees to provide all necessary parts and materials only (no labor) to correct any warranted defect during warranty periods described above; provided Imm Quality Boat Lifts receives notice of any such defects within the applicable specified warranty periods.

What is not covered by this warranty:

- 1. If the equipment is installed at any location other than the original purchaser's address specified in the sales agreement all warranties express or implied are null, void, unenforceable and the equipment shall be deemed sold "as is" with the entire risk to quality and performance to be borne by owner.
- 2. The Company makes no express or implied warranties with respect to lifts purchased or used for commercial purposes. The Company makes no express or implied warranty of merchantability or fitness for any particular purpose.

- 3. Damage which is caused by improper product selection, improper installation, failure to follow applicable installation and maintenance recommendations, or failure to follow applicable instructions or warnings that are not covered by this Limited Warranty.
- 4. Damage that is not the Company's fault, such as, but not limited to, damage caused by accidents, misuse, overloading, negligence, alteration, modification, or abusive operation is not covered by this Limited Warranty.
- 5. The Company shall not be responsible for any incidental or consequential damage, including, but not limited to, damage to property, loss of use, lost profits, or expenses for inconvenience.
- 6. All repairs after the applicable warranty period are the Owner's responsibility.
- 7. All routine maintenance and periodic service is the Owner's responsibility and is not covered by this Limited Warranty.
- 8. If the original Owner or any one not authorized by Imm Quality Boat Lifts attempts to make repairs to the lift, all warranties express or implied are null, void, unenforceable and the equipment shall be deemed sold "as is" with the entire risk to quality and performance to be borne by owner.

This warranty further does not cover any damages whatsoever including incidental and / or consequential damages resulting from any adverse weather conditions, acts of God or other causes not due to a defect in materials and / or workmanship of our product.

Warranty Disclaimers:

- 1. Any applicable implied warrant, including any applicable warranty of merchantability or fitness for a particular purpose, is limited to a period of 2 years from the date of delivery to the original purchaser.
- 2. The Company makes no express warranties regarding its products except as stated herein. No agent, employee, or representative of the Company has authority to bind the Company to any affirmation, representation, or warranty concerning the Company's products except as stated herein.
- 3. Some states do not allow the exclusion or limitation of incidental or consequential damages nor do some states limit the length of implied warranties, so the above limitations may not be applicable to all owners.

It is the responsibility of the Owner to ensure that each product is fit for its' intended purpose, to ensure the intended location is suitable for the lift, and to ensure that the installation is completed according to Imm Quality Boat Lift's recommendations described in the installation manual. The Owner acknowledges that all users must understand how to operate the lift in a safe manner. The Owner acknowledges the need for regular service and maintenance of the lifting equipment by a qualified technician which is not covered by warranty.

The Owner's remedies under the Limited Warranty are limited exclusively to repair or replacement of components which fail due to manufacturer's defects in material or workmanship during normal operation.

If you have any questions or problems:

1. Should the Owner encounter a problem which might be covered by this Limited Warranty, the Owner must contact the Company in writing within the applicable warranty period. Imm Quality Boat Lifts address for receipt of notice is:

17030 Alico Center Rd., Fort Myers, FL 33967

2. The Owner should provide the following information in their written notice: the type of product purchased, the purchase date, event dates, dealer name, the problem or question along with any other pertinent information.

This Limited Warranty gives you specific rights, and you may have other rights which vary from State to State.

This Limited Warranty shall be governed by and construed in accordance with the internal laws of the State of Florida, U.S.A., without reference to any conflicts of law provisions.

The Owner hereby submits to the exclusive jurisdiction of, and waives any venue or other objection against, any court of competent jurisdiction sitting in Lee County, Florida for any legal proceeding arising out of or relating to this Limited Warranty. Each party agrees that all claims and matters may be heard and determined in any such court and each party waives any right to object to such filing on venue, forum non-conveniens, or similar grounds.