

WARRANTY AND DISCLAIMER

Champion Hoist and Equipment, Dunn, NC, warrants its products to each original retail purchaser of equipment to be free from defects in material and workmanship, under normal use and service, for a period of 3 years from the date of original delivery to purchaser. This warranty is expressly limited to the replacement or repair (at Champion Hoist and Equipment's option) of defective material or workmanship at Champion Hoist and Equipment factory in Dunn, NC or another place designated by it, with factory specified replacement parts. This warranty does not obligate Champion Hoists and Equipment to bear the cost of labor or transportation in replacing defective parts. Champion Hoist and Equipment does not assume liability for loss of product, time or any other incidental or consequential damages. Parts claimed to be defective must accompany a completed Warranty Claim form.

No warranty will apply to:

1. Normal maintenance service or adjustments.
2. Any equipment which has been repaired or altered in any way so as to adversely affect stability, operational characteristics or safety in Champion Hoist and Equipment's judgment, nor which has been subject to misuse, negligence, accident, poor assembly or improper installation.
3. Accessories or other items associated or used with, but which are not a part of the equipment.

Champion Hoist and Equipment shall not be liable or responsible in any way or to any extent for property damage, personal injury, or death resulting from the modification or alteration to the equipment or from purchaser's failure to assemble, install, maintain or operate the equipment in accordance with the service and/or operator's manual.

This warranty will be void unless purchaser's Warranty Registration Form is sent (postmarked) to Champion Hoist and Equipment within fifteen (15) days of the date of delivery of the equipment to purchaser.

This Warranty is expressly in lieu of any other warranties, express or implied, including without limitation, warranties of MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, any warranty arising from course of dealing or usage of trade, or any other obligation or liability whatsoever.

No statement, representation agreement, or understanding, oral or written, made by any Champion Hoist and Equipment agent, authorized dealer or distributor, representative or employee (other than in writing by an officer of Champion) which is not contained in this Warranty And Disclaimer will be recognized or enforceable or binding upon Champion Hoist and Equipment. Any action for breach of any warranty must be commenced within one year after the date of which the cause of action accrued.