

## **TNT LIFT SYSTEMS ONE YEAR LIMITED WARRANTY**

TNT Lift Systems (TNT) warrants directly to the original purchaser of the lift system that the lift system shall be free of defects in material and workmanship for a period of one (1) year from the date of purchase. The express warranty hereunder is applied only to new lifts and/or lift equipment and is limited to the repair or replacement, at the sole discretion of TNT, of the defective parts provided that TNT receives written notice of such defect within one (1) year from the date of purchase. TNT shall not be responsible for any costs incurred in the removal or replacement of any parts or equipment under this warranty.

THE FOLLOWING WILL VOID this express warranty.

1. Negligent use, treatment, or abuse, of the lift and/or lift equipment. TNT reserves the right to determine what is considered normal use.
2. Failure to observe reasonable standards of safety as to use and personal injury precautions.
3. Failure to obtain adequate instruction from TNT as to use and/or installation and/or application.
4. Failure to observe reasonable precautions as to the corrosive effects of salt or partially salt water environments.
5. Damage caused by accident, unreasonable use, neglect, improper or unauthorized service, and modification of alteration of the system and/or lift equipment.

The remedies provided herein are the purchaser's sole and exclusive remedies. In no event shall TNT be liable for any direct, indirect, special, incidental, or consequential damages, whether based on contract, tort, or any other legal theory.

In any state, which does not allow the foregoing exclusion or limitation of incidental or consequential damages, the customer may have other remedies.

All indications, representations, and/or statements, written or verbal, by TNT and/or any other company or person as to weight bearing capacity of any lift and/or lift equipment is only an approximation and is not reflective of the actual weight bearing capacity of any particular lift and/or lift equipment in any particular application. Accordingly, extreme caution should be observed as to the application, installation, and use of the lift and/or lift equipment in order to be aware of and be in a position to minimize the potential ill effects of failure of a lift and/or lift equipment in any particular application or type of use to adequately perform and/or lift up the weight indicated by TNT or any other company or person as to be within the capacity of such lift and/or lift equipment.

It is the sole responsibility of the owner to properly and safely cradle and secure whatever boat, tender, personal watercraft, equipment or anything else placed on and/or lifted by the lift system. TNT shall not be responsible for any damage or injury to any boat, tender, personal watercraft equipment or anything else placed on, and/or lifted by the lift system.

TNT shall not be responsible for the transom or other structural components on which it is mounted. Every boat is unique in its construction and TNT may make recommendations as to additional strength requirements. This in no way implies that TNT has endorsed, or is to be held accountable for these recommendations. It is up to the owner / operator to properly monitor the boat's structural integrity at all times. Excessive loading and severe operation in heavy seas can contribute to damage beyond the design limits of the boat, as well as the TNT products.

If you should experience any difficulty with you lift system and/or lift equipment contact TNT as soon as possible for instructions and/or authorization on obtaining service under this warranty. In the event that the defective part is returned to TNT for repair or replacement under this warranty or otherwise it shall be shipped prepaid by the owner. TNT will pay the costs of shipping back to the owner.