

## Limited Warranty

### Product Warranty Coverage

The seller warrants that the Lug-All Ratchet Winch Hoist be free from defects in material and workmanship for a term of one year from the date of purchase by the original consumer.

### Lug-All Warranty Obligation

In the event of a defect, malfunction, or other failure of the Lug-All product not caused by unreasonable use, failure to provide reasonable and necessary maintenance, or damage to the product while in the possession of the consumer, the seller will remedy the defect or failure within thirty (30) days of return to seller.

The remedy will consist solely of repair or replacement of the product at the seller's option. If after a reasonable number of attempts by the seller to remedy the defect, malfunction, or other failure, the remedy fails in its essential purpose, the consumer is entitled to elect either a refund or a replacement, without charge.

This warranty does not apply to defects caused by modification, alteration, repair, or service of the Lug-All by anyone other than Lug-All. This warranty extends to only the original purchaser of the Lug-All.

### Warranty Terms & Conditions

In order to obtain performance under the warranty, the consumer must deliver the Lug-All and all ancillary parts to the Lug-All Corporation, along with a written explanation of the defect or failure. Delivery expenses and insurance for warranty service to and from Lug-All are the responsibility of the buyer. Proof of purchase—such as a sales receipt or other documentation—is required when requesting warranty service.

This warranty gives you specific legal rights, and you may also have other rights that vary from state to state.

### Lug-All Is Not Liable for:

- Consequential, incidental, economic, direct, indirect, general, or special damages of any kind, including lost business, lost savings, lost data, and lost profits
- Damages, malfunctions, or other failures caused by misuse, negligence, or improper maintenance
- Defects caused by modification, alteration, repair, or service by anyone other than Lug-All

In no event shall the seller (including its affiliates, contractors, directors, employees, and/or agents) be liable for the above conditions, regardless of the cause and whether arising in contract (including fundamental breach), tort, (including negligence), or otherwise, even if the seller has been advised of the possibility of such damages. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the exclusion or limitation in the paragraph may not apply to you.

### Warranty Disclaimer

The buyer shall notify the seller promptly within thirty (30) days of becoming aware of any accident or malfunction involving the seller's products that arise out of or relate to any personal injury or damage to property and shall cooperate fully with the seller in investigating and determining the cause of such accident and malfunction. To the extent that a buyer fails to give such notice to the seller and provide such cooperation, the buyer shall be liable to the seller for the consequences of such failure.