



## 3-Year Limited Warranty

1. EZ-ACCESS, a division of Homecare Products, Inc., (herein referred to as Manufacturer), warrants that the equipment shall be free from defects in material and workmanship under normal use and service for a period of 3-years from the date of original purchase. This limited warranty applies to the original purchaser only and is non-transferable. This limited warranty is applicable to defective metal structure components only (excludes powder coated finish, applied non-skid tread, etc.) No part of this warranty will apply to any equipment which has been subject to misuse, vandalism, negligence, alteration, improper loads, accident, improper installation, or which has been repaired outside Manufacturer's place of business in any way as in the reasonable judgment of Manufacturer, to adversely affect its performance and reliability, nor to normal deterioration due to wear, tear and exposure, corrosion, or damage caused by rain, fire, earthquake or other natural causes or acts of nature.
2. Manufacturer's obligation and purchaser's sole remedy under this warranty is limited to, at Manufacturer's option, repairing or replacing equipment which is returned to its place of business and which, upon examination, shall disclose to Manufacturer's reasonable satisfaction to have been defective. Manufacturer will make the repair or replacement of defective components at its own expense. If Purchaser discovers a defect, he/she must call Manufacturer at 253-249-1101 to request a Return Authorization (RA) to return the merchandise to Manufacturer.
3. If Manufacturer determines, in its sole discretion, to replace the equipment with either a new or repaired unit, purchaser shall be responsible for a charge prorated on the following basis: The purchaser will be allowed a credit against the purchase price of equivalent equipment at the time of return to Manufacturer, in proportion to the percentage of the warranted service life remaining at the time of such return. Purchaser will be responsible to pay the balance of the purchase price of equivalent equipment. Manufacturer reserves the right to require payment prior to delivery of the repaired/replaced equipment. In calculating available credit, the remaining warranted service life will be rounded up or down to the nearest whole year. YEARS 0-1: Unit repaired or replaced; YEARS 1-2: Repair or 50% \$ credit (current purchase price multiplied by credit percentage); YEARS 2-3: Repair or 25% \$ credit (current purchase price multiplied by credit percentage). This limited warranty does not cover removal or reinstallation. Manufacturer reserves the right to require Purchaser to pay for all shipping charges (Government purchases exempt).
4. **DISCLAIMER: THE WARRANTIES AND REMEDIES CONTAINED HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY LIABILITY ARISING UNDER ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, STATUTORY OR OTHERWISE. HOWEVER, THAT IF ANY IMPLIED WARRANTY CANNOT BE DISCLAIMED IN ANY TERRITORY WHERE A PRODUCT IS SOLD, THE DURATION OF SUCH IMPLIED WARRANTY IS LIMITED TO THE DURATION OF THE LIMITED WARRANTY DESCRIBED IN THE FIRST PARAGRAPH.**
5. **MANUFACTURER SHALL NOT BE LIABLE UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, RESULTING FROM THE USE, MISUSE OR INABILITY TO USE THE EQUIPMENT, OR ARISING OUT OF ANY BREACH OF THIS LIMITED WARRANTY, EVEN IF MANUFACTURER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE SOLE REMEDY FOR A BREACH OF THE FOREGOING LIMITED WARRANTY IS REPLACEMENT OF THE DEFECTIVE OR NON-CONFORMING EQUIPMENT OR PART. THE MAXIMUM LIABILITY OF MANUFACTURER UNDER THIS WARRANTY IS LIMITED TO THE PURCHASE PRICE OF THE EQUIPMENT COVERED BY THE WARRANTY.**
6. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which may vary from State to State. Manufacturer reserves the right to change or improve its products without any obligation to change or improve any Product previously manufactured by it.