

**GALAXY LIFTS, LLC (GALAXY),
CARGO LIFT, CARGO LIFT CONTROL BOX, BOAT LIFT CONTROL BOX
LIMITED PRODUCT WARRANTY**

Galaxy (the “Company”) expressly warrants to the original purchaser that, for a period of five (5) years from the date of installation ⁽¹⁾, the **structural components of the aluminum cargo lift** (the “Product”) will be reasonably free of defects in materials and workmanship when purchased from the Company or any authorized agent of the Company. This Limited Warranty only applies to the Company’s Products which are used, handled, and installed in the manner recommended by the Company.

The Company expressly warrants to the original purchaser that, for a period of one (1) year from the date of installation ⁽¹⁾, the **gearbox components of the aluminum cargo lift** (the “Product”) will be reasonably free of defects in materials and workmanship when purchased from the Company or any authorized agent of the Company. This Limited Warranty only applies to the Company’s Products which are used, handled, and installed in the manner recommended by the Company.

The Company expressly warrants to the original purchaser that, for a period of one (1) year from the date of installation ⁽¹⁾, the **electrical components of the aluminum cargo lift, or boat lift control box** (the “Product”) will be reasonably free of defects in materials and workmanship when purchased from the Company or any authorized agent of the Company. This Limited Warranty only applies to the Company’s Products which are used, handled, and installed in the manner recommended by the Company.

The Company will, at its option, repair or replace the Product or its components without charge, if the Product fails or does not perform as warranted solely due to a manufacturing defect within the warranty period, subject to the exclusions set forth in this Limited Warranty. Defect is determined at absolute and sole discretion of the Company. Repair or replacement during this five (5) year or one (1) year warranty does not include labor costs associated with repairing or replacing components of the aluminum cargo lift, or boat lift control box, nor does it require Galaxy services for the repairing or replacing of the aluminum cargo lift. During the entire five (5) year or one (1) year warranty, the Company’s obligation as to repair or replacement shall further be limited to repair or replacement with the styles, models, products, colors, etc. of the Product components that are available at the time of the repair or replacement and shall be limited to the repair or replacement of only the specific Product component that fails due to a manufacturing defect. Any repaired or replaced product shall also remain subject to the original five (5) year or one (1) year warranty from the date of the original installation, and any repair or replacement shall not extend the original warranty period in any manner or start a new warranty period.

For this Limited Warranty to become effective, original purchaser must, within 30 days of the date of delivery, register the unit via Galaxy’s website (www.galaxylifts.com). Registration is a condition precedent to Company’s obligation under this Limited Warranty.

(1) In the event the Product is not installed within ninety (90) days of delivery, then the start date of this warranty shall be the date of delivery and NOT the date of installation.

To submit a claim under this Limited Warranty, the original purchaser must provide the following information in writing to:

Galaxy Lifts, LLC
6470 State Highway 198
Mabank, TX 75156

1. Full name and address.
2. Model Number and Serial Number of Unit.
3. Date of installation.
4. Date of registration of warranty.
5. Clear and specific description of the defect.
6. Parts **MUST** be returned to Galaxy before replacement parts are shipped to the original purchaser.

This warranty is not transferable or enforceable by any party other than the original purchaser.

Disclaimer of Warranties

The Company's Products must be stored, handled, installed, used and maintained in accordance with instructions provided by the Company, and this Limited Warranty is conditioned upon compliance with all such instructions. Copies of the Company's Product manual are available from the Company at the address listed below. You may also obtain these materials by contacting the Company at (888) 317-7203 or on the Company's website at www.galaxylifts.com.

This Limited Warranty does not cover defects caused by:

1. Non-compliance with the Company's Product manual. Such failures include, but are not limited to, exposure to physical abuse, chemical abuse (e.g. harsh cleansers and solvents), thermal abuse or shock (e.g. excessive heat or cold) or misuse;
2. Improper storage, installation, handling, use and/or fabrication of the Product and Product components;
3. Damage not resulting from manufacturing defects that occur while the Product is in the customer's possession;
4. Unreasonable or unintended use of the Product;
5. Products installed with known or visible manufacturing defects at the time of installation;
6. Minor conditions such as stains, scratches, etc;
7. Failure or dissatisfaction with appearance of the Product;

8. Acts of God, accident, neglect, alteration, repair, disaster, overloading, negligence, unauthorized use, improper testing, improper product selection, failure to follow maintenance recommendations, or any other case beyond the control of the Company;

Any information or suggestion by the Company with respect to the Products concerning applications, specifications or compliance with codes and standards is provided solely for your convenient reference and are made without any representation as to accuracy or suitability. You must verify and test the suitability of any information with respect to the Products for your specific application.

THE WARRANTIES SET FORTH HEREIN ARE THE ONLY WARRANTIES MADE BY THE COMPANY IN CONNECTION WITH THESE PRODUCTS. THE COMPANY CAN NOT AND DOES NOT MAKE ANY IMPLIED OR EXPRESS WARRANTIES WITH RESPECT TO THE PRODUCT, AND DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. PRODUCTS SOLD BY THE COMPANY ARE SOLD ONLY TO THE SPECIFICATIONS SPECIFICALLY SET FORTH BY THE COMPANY IN WRITING. OTHER THAN THE LIMITED WARRANTY SET FORTH HEREIN, THE COMPANY MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED. THE COMPANY'S SOLE OBLIGATION UNDER THIS WARRANTY SHALL BE REPAIR OR REPLACEMENT OF NON-CONFORMING PRODUCTS AT THE OPTION OF COMPANY. BUYER ASSUMES ALL RISK WHATSOEVER AS TO THE RESULT OF THE USE OF THE PRODUCTS PURCHASED, WHETHER USED SINGULARLY OR IN COMBINATION WITH ANY OTHER PRODUCTS OR SUBSTANCES.

Limitation of Liability

No claim by the buyer/owner of any kind, including claims for indemnification, shall be greater in amount than the purchase price of the Products in respect to which damages are claimed. IN NO EVENT SHALL THE COMPANY BE LIABLE TO BUYER/OWNER IN TORT, CONTRACT OR OTHERWISE, FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, STATUTORY, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF USE, LOSS OF TIME, LOSS OF REVENUES, INCONVENIENCE, LOSS BUSINESS OPPORTUNITIES, DAMAGE TO GOOD WILL OR REPUTATION, OR LOSS OF DATA, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN, IN CONNECTION WITH, ARISING OUT OF, OR AS A RESULT OF, THE SALE, DELIVERY, SERVICING, USE OR LOSS OF USE OF THE PRODUCTS SOLD HEREUNDER, OR FOR ANY LIABILITY OF BUYER TO ANY THIRD PARTY WITH RESPECT THERETO.

Not for Human Transport

THIS PRODUCT IS NOT RATED FOR HUMAN TRANSPORTATION. The customer acknowledges and agrees that the Product will **NOT** be used for human transport (unless the Product is the vertical platform lift, NOVA model). The vertical platform lift, NOVA model is the sole product that is designed to comply with ASME 18.1 standards for human transportation.

Contact Information

Any question concerning this warranty should be addressed to:

Galaxy Lifts, LLC
6470 State Highway 198
Mabank, TX 75156
Phone: (888) 317-7203
Local: (903) 451-3255
www.galaxylifts.com

Customer Receipt & Acknowledgement of Limited Product Warranty:

Signature: _____

Print Name: _____

Date: _____

Address: _____
