

Limited Warranty

- **1. Limited Warranty Coverage:** This Limited Warranty covers any failure in the Products (as defined below) due to defects in materials or workmanship occurring during the Warranty Period (as defined below), subject to the exclusions and limitations set forth below. This Limited Warranty only applies to Products purchased from Galaxy Lifts LLC ("Galaxy Lifts" or "Warrantor") or authorized Galaxy Lifts dealers.
- **2. Persons Covered by this Limited Warranty:** The original retail purchaser of the Product (the "Consumer"). This Limited Warranty is not transferable or enforceable by any party other than the Consumer, except that this Limited Warranty may be transferred during the Warranty Period to a subsequent owner of the residence at which the Product was originally installed. No such transfer shall extend the Warranty Period.
- **3. Products Covered by this Limited Warranty:** Voyager+, Voyager HD, Shuttle+ cargo lifts and Traveler vertical platform lift, as installed at the original location of installation (as applicable, the "Products"). Products that are removed from the site of original installation are not covered by this Limited Warranty.
- **4. Limited Warranty Period:** Five (5) years from the date of installation for structural components, one (1) year from date of installation for electronic components, and six (6) months from the date of installation for mechanical components (as applicable, the "Warranty Period").

5. Warrantor: Galaxy Lifts LLC

6470 State Highway 198 Mabank, Texas 75156 1-888-317-7203

Galaxy Lifts Warranty Registration

- 6. Warranty Exclusions, Limitations and Rights:
- A. The following are not covered by this Limited Warranty:
- i. Products purchased from anyone other than Galaxy Lifts or an authorized Galay Lifts dealer.
- ii. Repairs or replacements or any failure resulting from such repairs or replacements not performed by Galaxy Lifts, a Galaxy Lifts authorized representative or an authorized Galaxy Lifts dealer.
- iii. Any failure resulting from the use of parts or components not supplied by Galaxy Lifts.
- iv. Parts or components not supplied by Galaxy Lifts, or Galaxy Lifts parts or components that have been modified.
- v. Any failure that does not result from defects in materials or workmanship occurring during the Warranty Period, including, without limitation, failures that occur from accident, impact, abuse,

misuse, neglect, mishandling, or failure to properly install, operate, or maintain the Product in accordance with the information provided in the instruction manual supplied by Galaxy Lifts for the Product.

- vi. Products installed with known or visible manufacturing defects at the time of installation;
- vii. Repairs made necessary by normal wear, improper maintenance, or any failure to comply with the Product manual, including, without limitation, improper storage, exposure to dirt, abrasives, impact, chemical abuse (e.g., harsh cleaners and solvents), thermal abuse (e.g., excessive heat or cold), or other similar conditions.
- viii. Cosmetic or other minor imperfections, such as stains, scratches or similar conditions.
- ix. Failures caused by Acts of God, fire, natural disasters, or any other cause beyond the reasonable control of Galaxy Lifts.
- B. THE WARRANTOR WILL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES. THERE ARE NO EXPRESS WARRANTIES OTHER THAN THOSE SET FORTH HEREIN. ANY WARRANTY IMPLIED BY STATE LAW (WHETHER OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR OTHERWISE) SHALL BE EFFECTIVE FOR ANY PRODUCT ONLY FOR THE DURATION OF THE APPLICABLE WARRANTY PERIOD LISTED IN SECTION 4. SOME STATES DO NOT ALLOW EXCLUSIONS OF INCIDENTAL OR CONSEQUENTIAL DAMAGES AND/OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU.
- C. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.
- D. Any information or suggestions by Galaxy Lifts with respect to the Products concerning applications, specifications or compliance with codes and standards is provided solely for Consumer's convenient reference and are made without any representations or guarantees as to accuracy or suitability. It is Consumer's responsibility to verify and test the suitability and compliance of the Products for Consumer's application.

7. Duties of the Warrantor:

A. Any defective Product or component covered by this Limited Warranty will be repaired or replaced, at the option of the Warrantor, at no cost to the Consumer. The Warrantor will arrange for any repair or replacement under this Limited Warranty to be scheduled at the earliest time available, which will be determined by the Warrantor based on the availability of resources in the geographic area of the location where the Product was originally installed. If the replacement for the defective Product or component is available before a service call can be scheduled by the Warrantor, the Consumer may elect to have the Product or component drop shipped and complete the repair or replacement independently, in which case labor will be at the Consumer's cost.

B. Products repaired or replaced under this Limited Warranty are only warranted for the time period remaining on the original Warranty Period of the repaired or replaced Product.

C. Warrantor'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 defect covered by this Limited Warranty.

8. Duties of the Consumer:

- A. Within 30 days of the date of delivery, register the Product via the Galaxy Lifts web site here: <u>Galaxy Lifts Warranty Registration</u>. Registration is a condition precedent to coverage (and Galaxy Lifts' obligations under) this Limited Warranty.
- B. Use reasonable care in the storage, handling, installation, maintenance and operation of the Product as explained in the Product manual. Copies of the Product manual are available at the address listed in Section 5 above. You may also obtain these materials here: <u>Galaxy Lifts Technical Manuals</u>.
- C. Should any failure covered by this Limited Warranty occur, the Consumer must notify Galaxy Lifts promptly in writing here: <u>Galaxy Lifts Warranty Claim</u>, and in any event prior to the expiration of the Warranty Period.
- D. To submit a claim under this Limited Warranty, the Consumer must provide the requisite information to Galaxy Lifts here: <u>Galaxy Lifts Warranty Claim</u>.
- **9. Contact Information:** Any questions concerning this Limited Warranty should be addressed to Galaxy Lifts at the address set forth in Section 5 above or here: <u>Galaxy Lifts Warranty Claim</u>.

A copy of this Limited Warranty is available at the address set forth in Section 5 above or here: <u>Galaxy Lifts Warranty</u>. You may also obtain these materials by contacting Galaxy Lifts at (888) 317-7203.