

## RANDALL MANUFACTURING LIMITED ACCESS PRODUCTS WARRANTY

**A. WARRANTY COVERAGE** – The limited product warranty described below is provided by Randall Manufacturing, LLC (“Randall”) to the original purchaser (“Purchaser”) of new Randall Ramps and Access Products (collectively, “Products”) from Randall or an authorized Randall dealer. Randall warrants to the Purchaser that the Products shall be free from defects in materials and workmanship under normal use for a period of twenty (24) months from the date of shipment (the “Warranty Period”). Replacement parts are warranted for ninety (90) days or the balance of the original Warranty Period, whichever is longer. The warranty set forth in this document is not transferable.

**B. EXCLUSIVE REMEDY** – Purchaser’s exclusive remedy for any breach of the warranty set forth above shall be for Randall, at its option, to repair, replace or refund the purchase price paid by Purchaser for any Product or part, component or assembly thereof that contains a defect in materials or workmanship. Warranty service must be performed by a dealer or service center authorized by Randall to sell and/or service the type of Product covered by this warranty, which will use only new or remanufactured parts or components furnished by Randall. Warranty service will be performed without charge to the Purchaser for parts or labor. The Purchaser will be responsible, however, for any service call and/or transportation of the Product to and from the dealer’s or service center’s place of business, for any premium charged for overtime labor requested by the Purchaser, and for any service and/or maintenance not directly related to a defect covered under this warranty. **THE FOREGOING IS THE PURCHASER’S EXCLUSIVE REMEDY FOR DEFECTIVE PRODUCTS.**

**C. EXCLUSIONS / WHAT IS NOT WARRANTED** – RANDALL IS NOT RESPONSIBLE FOR THE FOLLOWING: (1) Used Products or components, (2) Any Product that has been altered or modified in ways not approved by Randall in writing, (3) Depreciation or damage caused by normal wear, lack of reasonable and proper maintenance, failure to follow operating instructions, misuse, or accident, (4) Normal maintenance of parts and service, and (5) Installation. This warranty only applies to new Randall Access Products. Randall’s other products may be covered by one or more separate warranties and are subject to the terms, conditions and limitations set forth therein. Further, no Randall dealer has any authority to make any warranty or promise on behalf of Randall or to modify the terms, conditions or limitations of this warranty in any manner.

**D. MAKING A WARRANTY CLAIM** – In order to make any claim under this warranty, the Purchaser must (1) Notify Randall or an authorized dealer in writing prior to the expiration of the Warranty Period of any suspected defect in the Product’s materials or workmanship, (2) Present evidence of the warranty start date, and (3) Make the Product available to Randall or an authorized dealer within a reasonable period of time.

**E. DISCLAIMER OF OTHER EXPRESS AND IMPLIED WARRANTIES** – EXCEPT FOR THE LIMITED WARRANTY SET FORTH ABOVE, RANDALL MAKES NO, AND HEREBY DISCLAIMS, ALL EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES REGARDING THE PRODUCTS, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.

**F. LIMITATION OF LIABILITY** – NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, IN NO EVENT SHALL RANDALL OR ANY OF ITS AFFILIATES OR SUBSIDIARIES BE LIABLE TO PURCHASER FOR ANY INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS OR REVENUE), WHETHER IN AN ACTION IN CONTRACT OR TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EVEN IF RANDALL HAS BEEN SPECIFICALLY ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES.

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