

LIMITED WARRANTY

(lever, hand-chain & electric chain hoist)

Every MILWAUKEE *hoist (lever, hand chain & electric chain hoist)* is warranted to the original purchaser only to be free from defects in material and workmanship. Subject to certain exceptions, MILWAUKEE will repair or replace any part on a *hoist* which, after examination, is determined by MILWAUKEE to be defective in material or workmanship for a period of one (1) year after the date of purchase. Return of the *hoist* and a copy of proof of purchase to a MILWAUKEE *factory* Service/Sales Support Branch location or MILWAUKEE *Authorized Hoist Service Station*, freight prepaid and insured, are required for this warranty to be effective. This warranty does not apply to damage that MILWAUKEE determines to be from repairs made or attempted by anyone other than MILWAUKEE authorized personnel, misuse, alterations, abuse, normal wear and tear, lack of maintenance, or accidents.

MILWAUKEE does not cover freight or labor charges associated with the inspection and testing of *hoists* (*lever*, *hand chain* & *electric chain hoists*) which are found by MILWAUKEE not to be a valid warranty claim. A valid warranty claim must be substantiated by the discovery of defective material or workmanship by MILWAUKEE.

ACCEPTANCE OF THE EXCLUSIVE REPAIR AND REPLACEMENT REMEDIES DESCRIBED HEREIN IS A CONDITION OF THE CONTRACT FOR THE PURCHASE OF EVERY MILWAUKEE PRODUCT. IF YOU DO NOT AGREE TO THIS CONDITION, YOU SHOULD NOT PURCHASE THE PRODUCT. IN NO EVENT SHALL MILWAUKEE BE LIABLE FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR FOR ANY COSTS, ATTORNEY FEES, EXPENSES, LOSSES OR DELAYS ALLEGED TO BE AS A CONSEQUENCE OF ANY DAMAGE TO, FAILURE OF, OR DEFECT IN ANY PRODUCT INCLUDING, BUT NOT LIMITED TO, ANY CLAIMS FOR LOSS OF PROFITS. 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 IS EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS WARRANTIES, WRITTEN OR ORAL. TO THE EXTENT PERMITTED BY LAW, MILWAUKEE DISCLAIMS ANY IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE; TO THE EXTENT SUCH DISCLAIMER IS NOT PERMITTED BY LAW, SUCH IMPLIED WARRANTIES ARE LIMITED TO THE DURATION OF THE APPLICABLE EXPRESS WARRANTY AS DESCRIBED. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU, THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

This warranty applies to *product* sold in the U.S.A. and Canada only.