

## **LIMITED WARRANTY AIR-FILLED BOAT LIFT TANKS**

### **1. Extent and Duration of this Warranty:**

Your Den Hartog Industries Air-filled Boat Lift Tank product is warranted to be free from defects in materials and workmanship under normal use and service for the period of five years from the date of purchase.

Any Den Hartog Industries Air-Filled Boat Lift Tank product found to be defective in materials or workmanship must be returned to the manufacturer (prepaid) and judged defective by the manufacturer. All residential air-filled float drums under this warranty are to be sent F.O.B. to Hospers, Iowa.

THIS WARRANTY DOES NOT APPLY TO ANY COMPONENT PARTS OR ACCESSORIES USED WITH THE BOAT LIFT TANKS THAT ARE NOT MANUFACTURED BY DEN HARTOG INDUSTRIES, INC.

### **2. Manufacturer and Warrantor:**

Den Hartog Industries, Inc.  
4010 Hospers Drive South  
P.O. Box 425  
Hospers, IA 51238-0425  
(712) 752-8432

### **3. Repair or Replacement Procedure:**

If your Den Hartog Air-Filled Boat Lift Tank product develops a defect during the warranty period, promptly notify our customer service department. Until such notice is received, warrantor will not be responsible for any repair, replacement, or partial refund. Notice received more than sixty (60) days after warranty period will not be valid and the warranty will not apply. Whether defective residential air-filled Boat Lift Tanks should be replacement or repaired shall be determined at the sole discretion of Den Hartog Industries.

### **4. Limitations on Warranty Coverage:**

Coverage under this warranty will be effective only when a copy of the original invoice, showing date and location of purchase, accompanies any claim for warranty.

Warrantor has no liability whatsoever and this warranty is null and void if any Den Hartog Industries product has been subjected to negligence, misuse, alterations, accidents, ice movement, storm abuse, or improper installation and support. This warranty only applies for boat lift installation and not when used in dock systems. Other uses will not be honored. Den Hartog Industries' obligation to the original owner is limited to the replacement or the repairing of the defective air-filled boat lift tank due to poor workmanship or material. This does not include any obligation for consequential or liquidated damages.

## **Limitations on Warranty Coverage: (continued)**

This warranty does not cover any product that has been altered or modified as to affect the product's use, performance or durability, or that has been modified to change the intended use of the product. This product is not designed for installation under dock systems.

In addition, the warranty does not extend to repairs made necessary by abnormal use, damage, unreasonable use including failure to provide reasonable and necessary maintenance, or the use of parts, accessories or other equipment, which are incompatible with Den Hartog Industries products or affect the product's operation, performance or durability.

Warrantor has a policy of continuous product improvement. We reserve the right to change or improve design of any Den Hartog Industries product, including but not limited to state of the art changes, without assuming any obligation to modify any product previously manufactured.

### **5. Implied Warranties Excluded:**

All Implied warranties are expressly excluded. However, if applicable law does not permit the exclusion of implied warranties, such warranties shall expire concurrently with this limited warranty.

### **6. Limitation of Consequential Damages:**

Warrantor's responsibility under this warranty extends solely to repair or replacement of your Den Hartog Industries product and its component parts. Warrantor does not assume responsibility for, nor shall it be liable for, any special, incidental or consequential damages.

Specifically, warrantor assumes no responsibility to the owner for loss of use of the product, loss of time, inconvenience or other damage consequential or otherwise, including, but not limited to loss of revenue or earnings; expense of transporting the product; travel time; telephone, fax, overnight delivery, or postage charges; road service/towing charges; rental during the time warranty repairs are being performed; travel or lodging costs; loss or damage to personal property; or any other losses.

Some states do not allow exclusion or limitation of incidental or consequential damages, so above exclusion or limitation may not apply to you.

### **7. Purchaser's Right:**

This warranty gives you specific legal rights, and you may also have other rights, which vary from state to state.

### **8. Exclusive Warranty:**

This is the only warranty made by the warrantor on the product and no agent, employee, or other person is allowed to change or add to this warranty. This warranty extends solely to repair or replacement of your Den Hartog Industries product. Warrantor does not assume any liability or responsibility not expressly covered by this limited warranty. This warranty supersedes all other warranties, written or implied.

No other express warranty has been made or will be made on behalf of warrantor with respect to this Den Hartog Industries product or its construction, use, repair or replacement.