



LIMITED WARRANTY STATEMENT

Effective September 1, 2009

SwapLoader U.S.A., Ltd., (SwapLoader), warrants to the original purchaser of any new SwapLoader product sold by an authorized SwapLoader distributor or service center, that such products are free of defects in material and workmanship. All SwapLoader products with an original factory invoice date of September 1, 2009 or later qualify for warranty as defined in this Limited Warranty Statement.

- Repair or replacement of parts on SwapLoader products are covered under warranty for forty-eight (48) months from date of Retail Sale by an authorized SwapLoader Distributor or service center, subject to any applicable federal, state or local taxes, and not to extend beyond sixty (60) months from the original factory invoice date. SwapLoader will, at its discretion, either repair the defective parts or replace them with equivalent parts, subject to the conditions below.
- Labor charges authorized by the SwapLoader Warranty Department are covered under warranty for a period of twelve (12) months from the date of Retail Sale by an authorized SwapLoader Distributor or service center, and not to extend beyond twenty-four (24) months labor from the original factory invoice date.
- Warranty Registration Card must be returned within 15 days of Retail Sale of SwapLoader hoist to SwapLoader, Des Moines, Iowa. If unit has not been registered, then the warranty start date will revert to the original factory invoice date. Warranty Registration is the ultimate responsibility of the owner and may be accomplished by the completion and return of the product registration form included in the SwapLoader hoist manual. If the owner is not sure that product registration is completed, then SwapLoader encourages them to contact us at 888-767-8000 to confirm.
- Defective parts must be reported to SwapLoader within 30 days of discovery on a SwapLoader warranty claim report form. A Return Goods Authorization (RGA) number must be issued to the claiming party prior to the return of any defective part to be considered for warranty.
- Warranty service must be performed by a distributor or service center authorized by SwapLoader to sell and/or service SwapLoader products, which will use only new or remanufactured parts or components furnished by SwapLoader U.S.A., Ltd. SwapLoader will invoice the distributor or authorized service center for the replacement parts and freight. Upon completion of the repair any defective parts to be returned for warranty consideration must be returned freight prepaid with a copy of the SwapLoader issued RGA form and a copy of the completed warranty claim report form. Upon evaluation of the returned parts, once warranty is approved, credit will be issued to the appropriate account for the approved warranty costs which may include parts, labor, and/or freight.
- The warranty covers only defective material and workmanship. It does not cover depreciation or damage caused by normal wear and tear, accident, mishap, untrained operators, or improper or unintended use. The owner has the obligation of performing routine care and maintenance duties as stated in SwapLoader's written instructions, recommendations, and specifications. Any damage resulting from owner/ operator failure to perform such duties shall void the coverage of this warranty. The cost of labor and supplies associated with routine maintenance will be paid by the owner.
- In no event will SwapLoader, the SwapLoader distributor or any company affiliated with SwapLoader be liable for business interruptions, costs of delay, or for any special, indirect, incidental or consequential costs or damages. Such costs may include, but are not limited to loss of time, loss of revenue, loss of use, wages, salaries, commissions, lodging, meals, towing, hydraulic fluid, travel, mileage, or any other incidental costs.
- SwapLoader is not responsible for the removal or replacement of accessories (fenders, toolbox, etc.).
- Warranty shall not apply if the equipment is operated at capacities in excess of factory recommendations.
- Warranty is expressly void if the seal on the main relief control valve has been broken.
- SwapLoader will ship the replacement part by the most economical, yet expedient means possible. Expedited freight delivery will be at the expense of the owner.
- Warranty is expressly void if serial number plate or stamping is tampered with.

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT THERE ARE NO WARRANTIES MADE BY THE MANUFACTURER OR ITS AGENTS, REPRESENTATIVES OR DISTRIBUTORS, EITHER EXPRESSED, IMPLIED, OR IMPLIED BY LAW, EXCEPT THOSE EXPRESSLY STATED ABOVE IN THIS STANDARD LIMITED WARRANTY AGAINST DEFECTS IN MATERIAL AND WORKMANSHIP. THE MANUFACTURER AND ITS AGENTS, REPRESENTATIVES AND DISTRIBUTORS SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.