



Whip Industries

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WARRANTY

All Whip Industries, LP (Whip) automotive lifts are guaranteed to the original owner for five (5) years from date of invoice. Whip will repair or replace those component parts, which prove to be defective. Whip reserves the right to require the return of said components to the factory for inspection and disposition. Whip will pay all reasonable costs of transportation for the replacement of said parts for the first twelve (12) months. The purchaser agrees to and will bear all transportation costs after the first twelve (12) months and for the remainder of this warranty. This warranty is void unless the product is installed, used, and maintained in accordance with the Whip's installation, operation and maintenance instructions. Excluded from the five (5) year period are cylinders, power units and all hydraulic or pneumatic components, which will carry a three (3) year warranty period. Accessories such as radius turn plates and rolling oil pans will be covered for a period of one (1) year.

This warranty is offered in favor of the original purchaser and is not transferable. This warranty does not cover normal maintenance costs or adjustments, damage or malfunction caused by improper handling, installation, abuse, misuse, operator negligence or carelessness, or normal wear and tear. This warranty is void if repairs have been made or attempted by anyone other than a Whip authorized repair representative.

This exclusive warranty is provided in lieu of any and all other warranties expressed or implied including any implied warranty of merchantability or any other implied warranty of fitness for a particular purpose and any and all such implied warranties are expressly excluded. All remedies described are exclusive and in no event shall Whip, nor any sales agent or other company affiliated with Whip or affiliated with any sales agent, be liable for unique or special consequential or incidental damages for the breach of or delay in performance of this warranty. This includes but does not limit itself to loss of profit, rental or substitute equipment or other commercial loss.

THIS WARRANTY SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS, AND SHALL BE SUBJECT TO THE EXCLUSIVE JURISDICTION OF THE COURT IN THE STATE OF TEXAS IN THE COUNTY OF TARRANT.