

[Policy] - Three-Year Limited Warranty - ELK Hoist

Warranty coverage described below applies to the Americas. Other regions may differ.

Ingersoll Rand Limited Warranty: Ingersoll-Rand Company (“IR”) warrants to the original user its lift equipment (“Hoist”) to be free of defects in material and workmanship for a period of three years from the date of purchase from an authorized seller. IR will, at its option, either (1) repair, without cost, any Hoist found to be defective, including parts and labor charges, or (2) replace such Hoist or (3) refund the purchase price, less a reasonable allowance for depreciation, in exchange for the Hoist. Repairs or replacements are warranted for the remainder of the original warranty.

If any Hoist proves defective within its original three-year warranty period it should be returned to any Authorized Service Distributor, transportation prepaid with proof of purchase or warranty card. This warranty does not apply to Hoists which IR has determined to have been misused or abused, improperly maintained by the user, or where the malfunction or defect can be attributed to the use of non-genuine Ingersoll Rand repair parts. Please note that because IR is unable to control the quality of Hoists sold by unauthorized sellers, unless otherwise prohibited by law, this warranty does not cover Hoists purchased from unauthorized sellers.

INGERSOLL RAND MAKES NO OTHER WARRANTY, CONDITION OR REPRESENTATION OF ANY KIND WHATSOEVER, EXPRESSED OR IMPLIED, STATUTORY OR OTHERWISE. Any implied warranties that may be applicable to Hoists, including implied warranties of merchantability or fitness for a particular purpose, are limited in duration to the duration of this warranty. **Note:** Some States do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

IR’s maximum liability is limited to the purchase price of the Hoist and in no event shall IR be liable for any consequential, indirect incidental or special damages of any nature arising from the sale or use of the Hoist whether in contract, tort or otherwise.

Note: 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 gives you specific legal rights and you may also have other rights which may vary from State to State.

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