



## 1. LIMITED WARRANTY

Personal Positioning Technologies, LLC (DBA Human Hoist) (HH) hereby warrants to you, the original purchaser and end user (“you” or “your”), that the below-identified products that you purchased with this Limited Warranty (“Products”) shall be free from defects in materials and workmanship under normal use consistent with the accompanying documentation for 1 year commencing upon the date of purchase (the “Warranty Period”).

PRODUCT(S):  LiftMate Stool  \_\_\_\_\_ SERIAL NO: \_\_\_\_\_

HH will repair or replace any LiftMate Line Product determined by HH in its sole discretion to be defective and which has been returned, as set forth in section 3 herein, to HH. A Product may be replaced with a new or used product and/or current or prior revision. Where HH determines in its sole judgment that repair or replacement of such Product is not reasonable, HH will keep the non-conforming Product and refund to you the amount you paid for such Product. Returned Products shall be subject to the balance of the Warranty Period otherwise applicable. Any reconditioned parts used by HH shall be subject to all the same provisions as otherwise applicable to new parts.

THE FOREGOING DESCRIBES THE SOLE LIABILITY OF HH, AND YOUR SOLE REMEDY, FOR ANY CLAIM OR BREACH OF WARRANTY. IF YOU DO NOT AGREE WITH THE TERMS OF THIS LIMITED WARRANTY, YOU MUST RETURN THE PRODUCTS UNUSED AND IN THEIR ORIGINAL PACKAGING WITHIN THREE (3) DAYS AND YOUR PURCHASE PRICE WILL BE REFUNDED.

## 2. WARRANTY EXCLUSIONS AND LIMITATION OF LIABILITY

This Limited Warranty does not cover and shall be deemed void as a result of: (i) defects or damages resulting from acts of God, casualty, accident, misuse or abuse, overloading, exceeding the recommended weight capacity, neglect, alterations, modification, service or repair by other than HH or its independent third party service providers, including without limitation by you; (ii) improper assembly or installation or de-installation, operation or maintenance, improper connections with peripherals or other causes not arising out of defects in the materials or workmanship of the Products; (iii) any Product for which the warranty sticker has been removed modified or defaced; (iv) shipping containers, batteries, cabinets, media, software or accessories; (v) normal wear and tear; (vi) damage to or loss of repaired or replaced Products during shipping by HH except when such damage or loss is caused by poor or inadequate packaging by HH; or (vii) Products purchased outside the United States or Canada.

UNDER NO CIRCUMSTANCES WILL HH BE LIABLE FOR ANY LOSS OF USE, INTERRUPTION OF BUSINESS OR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS) REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY OR OTHERWISE, EVEN IF HH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE TOTAL LIABILITY OF HH HEREUNDER EXCEED THE GREATER OF \$50 OR THE AMOUNT YOU ACTUALLY PAID FOR THE PRODUCT GIVING RISE TO SUCH LIABILITY, REGARDLESS OF THE CAUSE OF ACTION, IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE. NOT ALL JURISDICTIONS ALLOW SUCH LIMITATIONS OF DAMAGES SO THE FOREGOING LIMITATIONS MAY NOT APPLY TO YOU.

### **3. PROCEDURE FOR WARRANTY SERVICE**

Prior to returning any Products to HH for warranty service, you must first contact HH, by telephone at 1 (989) 843-3020 to confirm that such Products are covered by this Limited Warranty. If HH determines in its sole discretion that such Products are so covered, you shall obtain from HH a return materials authorization ("RMA") number and shipping instructions prior to any shipment of such Products to HH, and you must include such RMA number with any corresponding Product shipment, along with a true and correct copy of the original receipt showing the date of Product Purchase by you, and a detailed written description of any associated Product problems.

Please note that you are responsible for all shipping charges incurred in returning an item for exchange or repair. HH shall pay for return shipping of repaired and/or replaced Products to addresses within the United States and Canada only and, return shipments to all other addresses outside of the United States or Canada is your responsibility. If HH determines in its sole discretion that any Product is not covered by this Limited Warranty, you must pay for all parts, labor charges and return shipping for such Product.

### **4. WARRANTY DISCLAIMER AND LIMITATIONS**

EXCEPT AND TO THE EXTENT EXPRESSLY SET FORTH ABOVE THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND HH EXPRESSLY DISCLAIMS ALL WARRANTIES NOT STATED HEREIN.

EXCEPT AND TO THE EXTENT EXPRESSLY SET FORTH ABOVE, THE PRODUCTS ARE PROVIDED ON AN "AS IS" BASIS AND "WITH ALL FAULTS", AND HH MAKES NO ADDITIONAL WARRANTIES, EXPRESS, IMPLIED, ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, OR STATUTORY, AS TO THE PRODUCTS OR ANY MATTER WHATSOEVER. THIS IS A LIMITED WARRANTY AND IS THE ONLY WARRANTY MADE BY HH. THE AGENTS, EMPLOYEES, DISTRIBUTORS, AND DEALERS OF HH ARE NOT AUTHORIZED TO MAKE MODIFICATIONS TO THIS LIMITED WARRANTY OR MAKE ADDITIONAL WARRANTIES BINDING ON HH. ACCORDINGLY, ADDITIONAL STATEMENTS SUCH AS DEALER ADVERTISING OR PRESENTATION, WHETHER ORAL OR WRITTEN, DO NOT CONSTITUTE WARRANTIES BY HH AND SHOULD NOT BE RELIED UPON. HH HAS MADE NO AFFIRMATION OF FACT AND HAS MADE NO PROMISE RELATING TO THE PRODUCT(S) THAT HAS BEEN PART OF THE BASIS OF THE BARGAIN MADE OR HAS CREATED OR AMOUNTED TO AN EXPRESS WARRANTY THAT THE PRODUCT(S) WOULD CONFORM TO ANY SUCH AFFIRMATION OR PROMISE. HH DOES NOT WARRANT THAT THE PRODUCTS WILL OPERATE WITHOUT FAILURE, OR THAT THE PRODUCTS WILL MEET YOUR NEEDS OR EXPECTATIONS. YOU ACKNOWLEDGE THAT YOU ARE NOT RELYING ON HH'S SKILL OR JUDGMENT TO SELECT OR FURNISH GOODS SUITABLE FOR ANY PARTICULAR PURPOSE AND THAT THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION OF THE GOODS IN THIS CONTRACT.

### **5. CHOICE OF LAW AND JURISDICTION**

This Limited Warranty shall be subject solely to the laws of the State of Michigan as applied to contracts entered into in the State of Michigan between Michigan residents. Any dispute arising hereunder shall be subject to the sole jurisdiction of the State and Federal Courts located in Bay City, Michigan. The parties hereby consent to the personal jurisdiction of such courts. The parties agree

that the United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.