



Power Climber Standard Warranty - Excludes Hoists

Power Climber, a division of SafeWorks, LLC warrants all Power Climber-manufactured parts to be free from defects in material and workmanship and for a period of **ONE YEAR** from the date of shipment to the customer. Parts, accessories or equipment furnished by Power Climber that are manufactured by others carry the warranty conveyed by the original manufacturer to Power Climber, provided such warranty is transferable. Services and labor provided by Power Climber are warranted against improper work for 90 days from the date the services were performed.

This warranty does not cover Steel Wire Ropes, Power Cords, normal wear and tear, consumable items, or part failures caused by accident, abuse or failure to follow Power Climber's recommended operation and maintenance procedures.

The liability of Power Climber under this warranty is limited, at Power Climber's discretion, solely to repair or replace the defective part(s) with equivalent articles. Labor to repair or replace the defective part(s) is the responsibility and expense of the Buyer, with the exception that the product is returned to the factory freight prepaid and Power Climber determines the part(s) to be defective.

This warranty is conditioned upon (a) Power Climber being notified in writing by Buyer within one month after discovery of defect(s); (b) the return of defective articles to Power Climber, transportation charges prepaid by Buyer; and (c) Power Climber's examination of such article disclosing to its satisfaction that such defects were not caused by negligence, misuse, improper maintenance, improper installation, accident, or unauthorized repair or alteration. The original warranty period of any article that has been repaired or replaced by Power Climber shall not thereby be extended.

This warranty shall be the exclusive remedy for any defective parts, and the liability of Power Climber under this warranty is limited solely to repair or replacement of the defective part(s) manufactured or supplied by Power Climber.

POWER CLIMBER DISCLAIMS ALL OTHER CLAIMS AND WARRANTIES, EXPRESSED OR IMPLIED (INCLUDING THOSE OF MERCHANTABILITY AND FITNESS OF ANY PRODUCT FOR A PARTICULAR PURPOSE). IN NO EVENT SHALL POWER CLIMBER BE LIABLE FOR INJURY, LOSS, DAMAGE, OR EXPENSE, WHETHER DIRECT, INDIRECT, OR CONSEQUENTIAL, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, REVENUE, PROFIT, OR PRODUCTION, OR INCREASED COST OF OPERATION, OR FOR ANY CHARGES OR EXPENSES OF ANY NATURE INCURRED WITHOUT ITS WRITTEN CONSENT.

Buyer and Power Climber agree that this warranty and the underlying purchase agreement shall be governed by the laws of the state of Washington.