

Lifetime Warranty

- 1. EZ-ACCESS, a division of Homecare Products, Inc., (herein referred to as Manufacturer), warrants that the equipment shall be free from defects in material and workmanship under normal use and service for the lifetime of the product. This limited warranty applies to the original purchaser only and is non-transferable. Proof of purchase is required. No part of this warranty will apply to any equipment which has been subject to misuse, vandalism, negligence, alteration, improper loads, accident, improper installation, or which has been repaired outside Manufacturer's place of business in any way as in the reasonable judgment of Manufacturer, to adversely affect its performance and reliability, nor to normal deterioration due to wear, tear and exposure, corrosion, or damage caused by rain, fire, earthquake or other natural causes or acts of nature. Warranty is applicable to defective component only and excludes the following: powder coated finish, applied non-skid tread, mechanical adjustments such as tightening of nuts, bolts, and screws, or defects in property on which product is installed or defects in product caused by defects in any part of the property.
- 2. Manufacturer's obligation and purchaser's sole remedy under this warranty is limited to, at Manufacturer's option, repairing or replacing equipment which is returned to Manufacturer's place of business and which, upon examination, shall disclose to Manufacturer's reasonable satisfaction to have been defective. The repair or replacement of a defective product under this warranty will be made by Manufacturer without charge for parts or labor. Manufacturer reserves the right to require Purchaser to pay for all shipping charges (Government purchases exempt). In the case of a discontinued product, Manufacturer reserves the right to replace the equipment with a new product of comparable value and function). Manufacturer also reserves the right to refund the purchase price as its exclusive warranty remedy.
- 3. If Purchaser discovers a defect, he/she must call Manufacturer at 1-800-451-1903 to request a Return Authorization (RA) prior to return of the product to Manufacturer.
- 4. DISCLAIMER: THE WARRANTIES AND REMEDIES CONTAINED HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY LIABILITY ARISING UNDER ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, STATUTORY OR OTHERWISE. HOWEVER, THAT IF ANY IMPLIED WARRANTY CANNOT BE DISCLAIMED IN ANY TERRITORY WHERE A PRODUCT IS SOLD, THE DURATION OF SUCH IMPLIED WARRANTY IS LIMITED TO THE DURATION OF THE LIMITED WARRANTY DESCRIBED IN THE FIRST PARAGRAPH.
- 5. MANUFACTURER SHALL NOT BE LIABLE UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, RESULTING FROM THE USE, MISUSE OR INABILITY TO USE THE EQUIPMENT, OR ARISING OUT OF ANY BREACH OF THIS LIMITED WARRANTY, EVEN IF MANUFACTURER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE SOLE REMEDY FOR A BREACH OF THE FOREGOING LIMITED WARRANTY IS REPLACEMENT OF THE DEFECTIVE OR NON-CONFORMING EQUIPMENT OR PART. THE MAXIMUM LIABILITY OF MANUFACTURER UNDER THIS WARRANTY IS LIMITED TO THE PURCHASE PRICE OF THE EQUIPMENT COVERED BY THE WARRANTY.
- 6. 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. Manufacturer reserves the right to change or improve its products without any obligation to change or improve any Product previously manufactured by it.