

Muvalift Warranty and Limitation of Liability

- 1. Warranty.** Muvalift warrants Muvalift new products to be free of defects in materials and workmanship under normal usage and servicing for 1 year from date of purchase by the original purchaser. Muvalift's obligation under this warranty is limited to, and the customer's sole remedy, is, at Muvalift's option, the repair or replacement with similar parts (subject to availability) or current version parts of defective product approved by Muvalift for return and returned to Muvalift or the original Muvalift dealer from you purchased the product in its original packaging. Repaired or replacement products or parts will be warranted under the above warranty for the remainder of the original warranty period for the replaced or repaired item. If an item cannot be fixed or is subject to replacement and the product no longer exists, Muvalift credit will be issued, depreciated on a 1 year straight line basis from date of purchase.

This warranty does not apply to any defect, damage or failures including those resulting from:

- a. abuse, misuse or intentional overloading
- b. unauthorized repairs, modifications or alterations
- c. accident, accidental impact, natural disaster or acts of nature or GOD
- d. damages caused by animals
- e. shipping, improper handling or storage
- f. products or equipment manufactured by others
- g. ordinary wear and tear
- h. use of the product in a manner not intended by Muvalift as described in the Muvalift provided documentation.

Unless otherwise agreed by Muvalift, return shipping is the responsibility of customer.

To make a claim please contact support@muvalift.com for a return authorization. Include with your claim a description of the defect and the item(s) affected, date of purchase and contact information.

- 2. Third Party Products.** Warranty of third party products, parts, components or accessories, even if included with the Muvalift products or offered or sold on our website, is provided on a pass through basis and is strictly limited to the warranty extended by the manufacturer of those items. Examples of third party products not manufactured by Muvalift and excluded from the Muvalift Warranty include but are not limited to straps, bolts, pins and wheel assemblies.
- 3. Cosmetic Damage.** We work hard to ensure our products arrive in great condition. In some situations, scratches and damage can occur, for example during transport or inherent from the nature of materials used in manufacture, that do not impact the use or functionality of a Muvalift product. In such cases, remedy by Muvalift at the discretion of our customer service staff.
- 4. EXCLUSIVE REMEDY.** THE ABOVE WARRANTIES (I) ARE EXCLUSIVE AND IN LIEU OR ALL OTHER WARRANTIES AND REMEDIES WHATSOEVER, EXPRESS OR IMPLIED, EACH OF WHICH ARE EXPRESSLY DISCLAIMED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, USAGE OF TRADE AND NON-INFRINGEMENT AND (II) SET FORTH THE ENTIRE OBLIGATION OF MUVALIFT. Muvalift does not authorize and is not

responsible for any warranty or representations for Muvalift products made or committed by any third party or dealer.

5. **Transportation Cost and/or Damage.** Any damage caused by carrier handling is a transportation claim and you should file a claim immediately with the respective carrier.
6. **LIMITATION OF LIABILITY.** IN NO EVENT WILL MUVALIFT BE LIABLE FOR, WHETHER ARISING OUT OF BREACH OF CONTRACT (INCLUDING BUT NOT LIMITED TO BREACH OF WARRANTY) OR TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE AND STRICT LIABILITY), UNDER AN INDEMNIFICATION PROVISION, OR OTHERWISE FOR (a) ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR PUNITIVE DAMAGES (b) ANY LOSS OF ACTUAL OR ANTICIPATED PROFITS, REVENUE AND/OR SAVINGS, COST OF CAPITAL, COST OF SUBSTITUTE FACILITIES OR EQUIPMENT, DOWNTIME COSTS, LOSS OR CORRUPTION OF DATA OR CLAIMS OF CUSTOMERS (HOWEVER THE FOREGOING MAY BE CHARACTERIZED UNDER APPLICABLE LAW), AND WHETHER OR NOT MUVALIFT HAD BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION ON DAMAGES SHALL NOT APPLY TO RESELLER'S PAYMENT OBLIGATIONS HEREUNDER WITH REGARDS TO PRODUCTS AND SERVICES.

THE LIABILITY OF MUVALIFT, WHETHER ARISING OUT OF BREACH OF CONTRACT (INCLUDING BUT NOT LIMITED TO BREACH OF WARRANTY) OR TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE AND STRICT LIABILITY), UNDER AN INDEMNIFICATION PROVISION, OR OTHERWISE SHALL IN NO EVENT EXCEED THE TOTAL AMOUNT PAID AND /OR PAYABLE BY THE CLAIMANT TO MUVALIFT DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE DATE THAT THE LOSS OR DAMAGE OCCURRED FOR THE PRODUCTS OR SERVICES OUT OF OR IN CONNECTION WITH WHICH THE CLAIM AROSE.

7. **Headings; Severability; Governing Law.** Headings are inserted for convenience only and do not form a part or affect the meaning hereof. If any provision of this Warranty and Limitation of Liability is deemed invalid or unenforceable for any reason, the remaining provisions shall remain in full force and effect.
8. **Governing Law; Dispute Resolution.** This Agreement shall be governed by the laws of the State of Washington (without regard to the conflict of laws provision thereof). This Agreement and the duties and obligations of the Parties hereunder shall be enforceable against Muvalift only in the courts Washington State. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.