



Warranties, Terms and Conditions

Effective
February 15, 2002

Limited Warranty

All Rotary lifts are warranted to the original owner for one year from invoice date. Rotary Lift shall replace for the first year those parts returned to the factory which prove upon inspection by Rotary Lift to be defective. Rotary Lift shall pay for reasonable costs of transportation and labor for replacement of said parts for the first 12 months only.

To activate the first year parts and labor warranty on SmartLift® and Inbay® products, installation shall be done by a Rotary Authorized Installer (RAI) and the product installation registered with the factory.

All Rotary Lift accessories are warranted to the original owner for one year from invoice date. Rotary Lift shall replace for the full year those parts returned to the factory which prove upon inspection by Rotary Lift to be defective. Rotary Lift shall pay for reasonable costs of transportation and labor for replacement of said parts for the warranty period.

This warranty shall not apply unless the product is installed, operated, used and maintained in accordance with Rotary Lift's specifications as set forth in Rotary Lift's installation, operation and maintenance instructions.

This warranty does not cover normal maintenance or adjustments, remedies for routine maintenance, damage or malfunction caused by improper handling, installation, abuse, misuse, negligence, carelessness of operation, or normal wear and tear. In addition, this warranty does not cover equipment when unauthorized repairs or alterations have been attempted or made to the product.

This warranty is exclusive and all other expressed or implied warranties including merchantability or fitness for a particular purpose are hereby expressly excluded.

The remedies described are exclusive and in no event shall Rotary Lift be liable for any special, consequential or incidental damages of any kind including damages for breach of or delay in performance of the warranty.

This warranty shall be governed under the laws of the State of Indiana, and shall be subject to the exclusive jurisdiction of the Court in the State of Indiana in the County of Jefferson.

Extended Limited Parts Warranty Statement

The extended parts warranty option is exclusive to the sale of lifts installed and used in the United States and is not transferable. All complete lift models in the **Light Duty Price List** installed by a Rotary Authorized Installer (RAI) are eligible for a second year of parts warranty (transportation and labor not included). Registration of the lift using www.rotarylif.com is required for activation of the second year parts warranty.

If a Rotary Authorized Installer was used to install the lift, the user may elect to purchase three additional years of extended parts warranty. The purchased extended warranty option is available for all complete lift models included in the Light Duty Price List and begins with the third year of original ownership. Extended warranty may be purchased anytime during the first year of ownership. For customers electing to purchase extended warranty, Rotary Lift shall replace for the extended warranty period, those parts returned to the factory, which prove upon inspection by Rotary Lift to be defective, provided the conditions below are satisfied. Purchaser will bear costs of transportation and labor after the first year and the remainder of the warranty.

Note: Electronic components used on inbay models (i.e., switches, membrane touch pads, LCD screen, control boards, photo cells, etc.) are warranted for one (1) year only and are not covered by the extended warranty.

Customers shall be responsible for all freight charges for parts returned for inspection.

This warranty shall not apply unless the product is operated, used and maintained in accordance with Rotary Lift's specifications as set forth in Rotary Lift's installation, operation and maintenance instructions.

This warranty does not cover normal maintenance or adjustments, remedies for routine maintenance, damage or malfunction caused by improper handling, installation, abuse, misuse, negligence, carelessness of operation, or normal wear and tear. In addition, this warranty does not cover equipment when unauthorized repairs or alterations have been attempted or made to the product.

This warranty is exclusive to the United States and all other expressed or implied warranties including merchantability or fitness for a particular purpose are hereby expressly excluded.

The remedies described are exclusive and in no event shall Rotary Lift be liable for any special, consequential or incidental damages of any kind including damages for breach or delay in performance of the warranty.

This warranty shall be governed under the laws of the State of Indiana, and shall be subject to the exclusive jurisdiction of the Court in the State of Indiana in the County of Jefferson.

Terms And Conditions

PRICES: Prices and specifications are subject to change without notice. All orders will be invoiced at prices prevailing at time of shipment. Prices do not include any local, state or federal taxes. All prices are stated in United States dollars.

TERMS: 1/2% 15 days, net 30 days.

ACCESSORIES: Prices and freight apply to accessories only when purchased with lift. For replacement parts, see your nearest Authorized Rotary Parts Distributor.

MIN. BILLING: The minimum billing amount is \$100.00 suggested user price.

SHIPPING & HANDLING: F.O.B. Madison, Indiana. Rotary prepays the freight charges (excluding reconsignment and lift gate charges) to destination, excluding Alaska & Hawaii. Freight to Alaska & Hawaii paid to port of exit. A shipping and handling fee will be added, by line item, to the invoice. Rotary reserves the right to use responsible freight carriers of choice.

RETURNS: Rotary products may not be returned without prior written approval from Rotary's Customer Service Department. Returns must be accompanied by copy of original invoice and are subject to a credit deduction to cover transportation costs, 20% handling charge, and any necessary reconditioning costs. Equipment must be returned by our recommended national carriers: Roadway, Yellow Freight, Overnight, USF Holland, UPS or FedEx Ground. Any unauthorized returns will be refused and will become the responsibility of the returnee.

RETURNED GOODS AUTHORIZATION (RGA) POLICY:

Any goods being returned to Rotary Lift must be pre-approved for return, and have an RGA# in plain view on, or inside of the package, and should be returned freight collect by one of our preferred freight carriers. These carriers include Roadway, Yellow Freight, Overnight, USF Holland, UPS and FedEx Ground. (Note: items over 125 lbs. should be sent by common carrier, items under 125 lbs. should be shipped by parcel carriers.)

Please **do not return any goods COD**, as our receiving department is unable to process these transactions. If you are unable to return certain goods freight collect, please submit the freight charges on your Service Activity Report Form, or on a separate invoice. If you prefer, and the package is able to be shipped by UPS, a call tag can be issued by simply calling Customer Service with the corresponding RGA#.

CHANGES: Rotary always reserves the right to change terms and conditions.

Order Cancellation Policy

Because non-standard products require additional engineering design time, special tooling and vendor requirements, production coordination and additional labor, a cancellation policy goes into effect 3 business days following the placement of the order.

Non-standard product orders may be canceled or changed without penalty for 3 business days from the order date. Non-standard orders that are canceled or changed beyond 3 days from the order date will be, therefore, assessed a 20% charge of the order total.

Any request to cancel a non-standard order, after production has been initiated, cannot be accepted. Due to the custom nature of these orders and lack of salability to others, purchaser shall be responsible to pay full amount to Rotary.

Any request to change or cancel a standard order, after production has been initiated, may be treated as returned goods and may be charged a 20% return fee for lost time and costs involved in order set-up, manufacture, handling and preparation of shipment.