

NOVA EDGE-OF-DOCK LEVELERS

STANDARD PRODUCT WARRANTY

NOVA TECHNOLOGY INTERNATIONAL, LLC warrants that its products will be free from defects in design, materials and workmanship for a period of one (1) year from the date of shipment. All claims for breach of this warranty must be made within 30 days after the defect is or can with reasonable care, be detected. In no event shall any claim be made more than 30 days after this warranty has expired. In order to be entitled to the benefits of this warranty, the product must have been properly installed, maintained and operated in accordance with all manufacturer's recommendations and/or specified design parameters and not otherwise have been subject to abuse, misuse, misapplication, acts of nature, overloading, unauthorized repair or modification, application in a corrosive environment or lack of maintenance. Periodic lubrication, adjustment and inspection in accordance with all manufacturers' recommendations are the sole responsibility of the Owner/User.

In the event of a defect, as determined by NOVA TECHNOLOGY INTERNATIONAL, LLC, covered by this warranty, NOVA TECHNOLOGY INTERNATIONAL, LLC shall remedy such defect by repairing or replacing any defective equipment or parts, bearing the cost for the parts, labor and transportation. This shall be exclusive remedy for all claims, whether based on contract, negligence or strict liability.

WARRANTY LIMITATIONS

THE ABOVE WARRANTIES ARE IN LIEU OF ANY OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NOVA TECHNOLOGY INTERNATIONAL, LLC AND ITS SUBSIDIARIES SHALL NOT, IN ANY EVENT, BE LIABLE TO ANYONE, INCLUDING THIRD PARTIES, FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY KIND INCLUDING BUT NOT LIMITED TO, BREACH OF WARRANTY, LOSS OF USE, LOSS OF PROFIT, INTERRUPTION OF BUSINESS OR LOSS OF GOODWILL.

