

# NOVA NMS MECHANICAL DOCK LEVELER

## 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.

### PRODUCT SPECIFIC WARRANTY NMS SERIES LEVELER

In addition to the "Standard Product Warranty" provided with all Nova Products, NOVA TECHNOLOGY INTERNATIONAL, LLC guarantees materials, components and workmanship to be free of defects for the following extended periods:

- Structural Warranty—for a period of five (5) years from the date of shipment, product will carry a prorated structural warranty. This warranty specifically applies to; the deck section, lip section, frame, rear hinge assembly and front hinge assembly only. This warranty covers structural repairs to or replacement of dock leveler in NOVA TECHNOLOGY INTERNATIONAL, LLC sole discretion and expense including reasonable labor, materials, freight and travel. If NOVA TECHNOLOGY INTERNATIONAL, LLC determines replacement is necessary, it will provide the original purchaser with a credit toward the purchase of the new replacement NOVA TECHNOLOGY INTERNATIONAL, LLC product in the amount equal to the original purchase price of the warranted product F.O.B. point of manufacture, discounted on a five-year straight-line basis by the number of years of use prior to replacement.

