

## LIMITED WARRANTY AND LIMITATION OF LIABILITY ON SUMNER EQUIPMENT

### **What Does This Warranty Cover?**

#### **Limited Lifetime Warranty on Sumner Equipment**

Under Sumner's Equipment Limited Lifetime Warranty, Sumner Manufacturing Co., LLC warrants that all Sumner Equipment will be free from manufacturer defects for a Limited Lifetime except for moving parts deemed consumables from the date of the original end user's purchase. Products deemed as consumable products, components and parts such as steel cables, rollers, bearings, wheels, lift mast sections components are excluded from this Limited Lifetime Warranty and are subject to One -Year Limited Warranty terms. Sumner electrical components are excluded from this Limited Lifetime Warranty and are subject to One -Year Limited Warranty terms. Under this Limited Lifetime Warranty, the following are also excluded, and Sumner will have no liability for any of the following: normal wear and tear resulting from product use and damage arising out of misuse, abuse, modification, and improper product maintenance. This warranty also does not cover Sumner's Equipment products that have been modified by any party other than Sumner or its authorized third-party designee. This Limited Lifetime Warranty is not transferable to or enforceable by any person other than the product's original end user.

#### Three-Year Limited Warranty on Pallet Jacks and Hydraulic Tools

Under Sumner's 3-Year Limited Warranty, Sumner Manufacturing Co., LLC warrants that all Sumner Pallet Jacks and Hydraulic Tools will be free from manufacturer defects for a period of three (3) years from the date of the original end user's purchase. Under this Three-Year Limited Warranty for Pallet Jacks and Hydraulic Tools, the following are excluded and Sumner Manufacturing Co., LLC will have no liability for any of the following: normal wear and tear resulting from product use and damage arising out of misuse, abuse, modification, and improper product maintenance. This warranty also does not cover Pallet Jacks and Hydraulic Tools that have been modified by any party other than Sumner Manufacturing Co., LLC or its authorized third-party designee. This 3-Year Limited Warranty is not transferable to or enforceable by any person other than the product's original end user.

#### **One-Year Limited Warranty on All Products**

Under Sumner's 1-Year Limited Warranty, Sumner Manufacturing Co., LLC warrants that all products will be free from manufacturer defects for a period of one-year from the date of the original end user's purchase. Under this 1-Year Limited Warranty, Sumner Manufacturing Co., LLC will have no liability for any of the following: normal wear and tear resulting from product use and damage arising out of misuse, abuse, modification, and improper product maintenance. This warranty also does not cover Sumner Equipment that has been modified by any party other than Sumner Manufacturing Co., LLC or its authorized third-party designee. This 1-Year Limited Warranty is not transferable to or enforceable by any person other than the product's original end user.

Exclusion of Incidental, Consequential, Indirect, Special and Punitive Damages

SUMNER MANUFACTURING CO. LLC MAKES NO WARRANTY THAT SUMNER MANUFACTURING CO. LLC PRODUCTS WILL BE MERCHANTABLE OR FIT FOR ANY PARTICULAR PURPOSE. SUMNER MAKES NO OTHER WARRANTY, EXPRESSED OR IMPLIED, OTHER THAN THE RELEVANT WARRANTY SPECIFICALLY SET FORTH IN THIS WARRANTY SECTION. SOUTHWIRE WILL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES FOR ANY BREACH OF THIS LIMITED LIFETIME WARRANTY.

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.



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#### **Warranty Claim Information/How Do You Get Service?**

For all warranty, customer service, and product return authorizations and inquiries, please contact Sumner at:

#### **Sumner Manufacturing Co.,**

LLC 7514 Alabonson Road Houston, Texas 77088

Phone Number: 1.281.999.6900

Sumner – Canada

75 Saltman Drive, Unit 5 Cambridge, Ontario N3H 4R7 Phone Number: 1.519.651.5300

Sumner - U.K.

Unit 3 Kepton Road Keytec 7 Business Park Pershore Worcestershire

WR10 2TA, UK

Phone Number: +44 (0) 1386 556278

**Sumner - Netherlands** 

Handelsweg 26 3881LS Putten The Netherlands

Phone Number: +31 (0) 85 489 0284

- All warranty claims must be approved by Southwire's Tools & Assembled Products Warranty Department prior to return of product. If Southwire
  determines that a product is defective, Southwire will, at its option, repair or replace defective products or defective product components, free of
  charge.
- 2. Upon approval, Southwire will issue a Product Return Authorization Form which will include instructions on how and where to return the product. The product serial number and the original date of delivery must be set forth on the Product Return Authorization Form.
- 3. Southwire will cover standard freight charges (Courier Ground rate) incurred in connection with products that Southwire ultimately determines to be defective.
- 4. All defective components and defective products that Southwire replaces under these Warranties will become Southwire's property and will be retained by Southwire.

#### Repairing Your Product When it is Out of Warranty

Southwire is happy to provide information about where a purchaser can send a product for repair at consumers' own expense, please contact 1.855. SW.tools or visit www.southwiretools.com/tools/home.do for more information about servicing for Southwire Products.