



PermaLift® (“Product”) Limited Warranty (“Warranty”)

CELLOFOAM® NORTH AMERICA INC. LOCATED AT 1977 WEAVER COURT, CONYERS, GEORGIA 30013 (“CELLOFOAM” OR “WE”) WARRANTS THAT DURING THE WARRANTY PERIOD (DESCRIBED BELOW), THE PRODUCT WILL BE FREE FROM DEFECTS IN MATERIALS AND WORKMANSHIP.

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE.

TO THE EXTENT NOT PROHIBITED BY LAW, THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, ORAL, WRITTEN, STATUTORY, EXPRESS OR IMPLIED. EXCEPT FOR THE EXPRESS WARRANTIES CONTAINED IN THIS WARRANTY AND TO THE EXTENT NOT PROHIBITED BY LAW, WE DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SOME STATES OR PROVINCES DO NOT ALLOW DISCLAIMERS OF IMPLIED WARRANTIES, SO THIS DISCLAIMER MAY NOT APPLY TO YOU. TO THE EXTENT SUCH WARRANTIES CANNOT BE DISCLAIMED UNDER THE LAWS OF YOUR JURISDICTION, WE LIMIT THE DURATION AND REMEDIES OF SUCH WARRANTIES TO THE DURATION OF THIS EXPRESS LIMITED WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. SOME PROVINCES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

OUR RESPONSIBILITY FOR DEFECTIVE GOODS IS LIMITED TO ISSUED CREDIT OR REPLACEMENT OF THE PRODUCT AS DESCRIBED BELOW IN THIS WARRANTY.

WHO MAY USE THIS WARRANTY? We extend this Warranty only to the original purchaser (“you”) of the PermaLift® Lift Tank (the “Product”). It does not extend to any subsequent owner or transferee of the Product.

WHAT DOES THIS WARRANTY COVER? This Warranty only covers defects in materials and workmanship of the Product for the Warranty Period (as defined below).

WHAT DOES THIS WARRANTY NOT COVER? This Warranty does not cover any damage or defects due to: (a) transportation or storage; (b) improper use as further set forth in the documentation we provide you (the “Documentation”); (c) failure to follow the Product instructions or to perform required preventive maintenance as set forth in the Documentation; (d) modifications or alterations; (e) unauthorized repair or use of unauthorized parts or attachments; (f) normal wear and tear; (g) external causes beyond our reasonable control, including without limitation, natural elements (e.g., ice, wind, fire, flood, fallen tree limbs, or floating debris); animals, aquatic life, or vandalism; or corrosive substances, chemicals, or environmental factors; (h) installation of the Product in a manner contrary to the Documentation and this Warranty or in an installation environment contrary to that required in the Documentation; (i) freight, shipping, labor, removal or reinstallation costs, including, without limitation, shipping costs for sending the Product to us for warranty service and third-party inspection, diagnostics, or repair costs; or (j) any damage occurring after transfer of ownership. This Warranty does not cover any other product or part that is not manufactured or sold by us. The Product is manufactured exclusively as a component part to a boat lift system as designed and constructed by an accredited boat lift system manufacturer, and any other use of the Product will be deemed an “improper use” and void this warranty. Any attempt to repair or modify the Product by a party not authorized by us will immediately void this warranty.





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ADHERING TO DOCUMENTATION REGARDING PRODUCT. Original Purchaser will receive documentation regarding Product Installation and Maintenance procedures. Failure to adhere to this documentation will void this Warranty. Documentation also outlines a maximum working PSI of 3 PSI for the Product - exceeding this value at any time during installation or use will void this Warranty.

IS THE PERIOD OF COVERAGE? This Warranty starts on the date of your purchase as reflected in our records and lasts for five years (the “Warranty Period”). The Warranty Period is not extended if we credit or replace the Product. We may change the availability of this Warranty at our discretion, but any changes will not be retroactive.

WHAT ARE YOUR REMEDIES UNDER THIS WARRANTY? With respect to any defective Product during the Warranty Period, we will, in our sole discretion, either issue a credit or replace such Product (or the defective part) free of charge.

HOW DO YOU OBTAIN WARRANTY SERVICE? To obtain warranty service, you must email Cellofoam® at warranty@cellofoamna.com during the Warranty Period. Please include your name, invoice number, and a description of the issue. We will provide you with a warranty request form. During the Warranty Period, the form must be fully completed and emailed to us along with photo and/or video evidence of the defective Product. You are responsible for all shipping, freight, and any applicable taxes, including prepaying the cost of shipping the alleged defective Product to us and the cost of returning any replacement Product. If you have any questions, please contact Cellofoam® at 800-531-4734.

LIMITATION OF LIABILITY. THE REMEDIES DESCRIBED ABOVE ARE YOUR SOLE AND EXCLUSIVE REMEDIES AND OUR ENTIRE LIABILITY FOR ANY BREACH OF THIS WARRANTY. OUR LIABILITY SHALL UNDER NO CIRCUMSTANCES EXCEED THE ACTUAL AMOUNT PAID BY YOU FOR THE DEFECTIVE PRODUCT, NOR SHALL WE UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES OR LOSSES, WHETHER DIRECT OR INDIRECT. 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. IF ANY PROVISION OF THIS WARRANTY IS INVALID, ILLEGAL, OR UNENFORCEABLE IN ANY JURISDICTION, SUCH INVALIDITY, ILLEGALITY, OR UNENFORCEABILITY SHALL NOT AFFECT ANY OTHER PROVISION OF THIS WARRANTY OR INVALIDATE OR RENDER UNENFORCEABLE SUCH PROVISION IN ANY OTHER JURISDICTION.

WHAT CAN YOU DO IN CASE OF A DISPUTE WITH US? To the extent not prohibited by law, you agree that (a) any court action to enforce this Warranty shall be brought in the courts of Rockdale County, Georgia; and (b) this Warranty shall be governed by and interpreted under the laws of the State of Georgia.

