

LIMITED WARRANTY COVERAGE

The limited warranty covers defects in materials and workmanship of the SeverLIFT SL-350X[®] (collectively "Equipment"). The warranty is not transferable and must be registered at https://serverlift.com/register. The warranty applies only to the original end-user owner of the Equipment unless prior written notice is received by and approval given by ServerLIFT.

For the Warranty Periods listed below, ServerLIFT LLC (henceforth "ServerLIFT") warrants that the Equipment:

- > Will be free from defects in materials and workmanship.
- > Will perform substantially in accordance with ServerLIFT's published specifications.

ServerLIFT will ship any parts that are in-warranty at no charge in accordance with the Limited Warranty Return & Repair Policy listed below. ServerLIFT will provide repair or replacement instructions as needed.

LIMITED WARRANTY PERIODS

The Warranty Period is one year from the day of delivery, except for structural components which are warrantied for 10 years from the day of delivery.

LIMITED WARRANTY EXCLUSIONS

The warranty is void if:

- The applicable Warranty Period has expired;
- The Equipment has missing or altered serial numbers; or
- The Equipment has been repaired or modified by an agent not authorized by ServerLIFT.

The warranty specifically excludes damage to Equipment, including but not limited to:

- Damage incurred during shipment (other than shipping with a ServerLIFT contracted carrier);
- Damage caused by impact with other objects, drops or falls, including external case cracks, dented or punctured case, broken latches, torn covers, broken doors, or physical breakaway of internal components;
- · Damage caused by intrusion of foreign matter into the Equipment;
- · Damage to Equipment caused by environmental corrosion;
- · Damage caused by improper maintenance;
- Damage caused by use of appurtenances not supplied by ServerLIFT or failures which result from alterations, modifications or foreign objects;
- Damage caused by the use of the Equipment for purposes other than for which it was designed;
- Damage caused by other abuse, misuse, neglect, accident, negligence, mishandling or misapplication; and
- Damage attributable to acts of G-d.

LIMITED WARRANTY RETURN & REPAIR POLICY

For warranty assistance call ServerLIFT Corporation at 1-602-254-1557 between 9:00 a.m. and 5:00 p.m. Mountain Standard Time, Monday through Friday (excluding observed holidays), email support@serverlift.com or visit http://serverlift.com/support/.

As part of the terms of this warranty, you may be required, as needed, to assist ServerLIFT's remote support staff with gathering information needed to make a warranty claim and/or repair. This includes, but is not limited to troubleshooting, testing, and providing pictures and/or video of the issue(s). Failure or refusal to provide ServerLIFT with the requested information may result in the invalidation of the claim as covered by this warranty.

Equipment that fails to comply with this warranty shall, at ServerLIFT's sole discretion, be repaired or exchanged for an equivalent replacement. You are responsible for returning the non-conforming Equipment, properly packaged, to ServerLIFT during the Warranty Period. ServerLIFT will pay return shipping costs of Equipment serviced under the Limited Warranty.

To obtain warranty service or to return Equipment, written notification must be made to ServerLIFT in advance via email (support@serverlift.com) or fax (1-602-412-4479) that must include the following information:

Equipment serial number;

- Date of original Equipment receipt;
- Original ServerLIFT invoice and/or invoice number (proof of purchase);
- Contact information of the end-user and location of Equipment; and
- Description of the problem and/or desired service action.

In the event of a return or repair that is determined to occur at ServerLIFT's facilities, you will be issued a Warranty Repair Authorization (WRA) or case number and shipping instructions. Otherwise, ServerLIFT will arrange onsite service based on a mutually convenient schedule.

Equipment returned with a void warranty and/or without prior notification to and approval from ServerLIFT may be repaired and/or shipped back to the end-user at their expense.

If it is determined that the problem is not covered under warranty, you will be contacted with service alternatives available on a time and materials basis. You will also be responsible for all applicable shipping costs.

WARRANTY LIMITATIONS

IN NO EVENT SHALL SERVERLIFT BE LIABLE, WHETHER IN CONTRACT, NEGLIGENCE, TORT, OR ON ANY OTHER BASIS, FOR COVER OR FOR INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE SALE, SERVICES, MAINTENANCE, USE, PERFORMANCE, FAILURE, OR INTERRUPTION IN THE OPERATION OF EQUIPMENT, SERVICES, HARDWARE OR SOFTWARE, EVEN IF SERVERLIFT IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY. SOME STATES DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES SO THIS LIMITATION MAY NOT APPLY TO YOU.

This warranty and performance hereunder shall be governed by and construed in accordance with the laws of the State of Arizona without reference to its choice of law principles.

WARRANTY EXTENSIONS AND SERVICE CONTRACTS

Extended warranty periods and service contracts are available to suit your specific needs. To learn more about these optional service programs contact ServerLIFT Service & Support via e-mail (support@serverlift.com) anytime or by phone (1-602-254-1557) 9:00 AM to 5:00 PM Mountain Standard time, Monday through Friday (excluding observed holidays).