

# BEACHER RAILWAY LIMITED PRODUCT WARRANTY

## Reimann & Georger Corporation Marine Products

RGC Marine products, hereafter referred to as the "Manufacturer", extends this limited warranty to the original purchaser of this product. The original purchaser, hereinafter referred to as the "Buyer", is defined as the first legal owner of this product other than an authorized distributor or dealer who has bought the product from the Manufacturer for resale to the public. **The Buyer must complete and return the Warranty Registration section of the provided Warranty Card to make this limited warranty effective.**

### CONSUMER PRODUCT PROVISIONS

- I. **ARTICLE I—CONSUMER PRODUCT PROVISIONS: THE FOLLOWING PROVISIONS SHALL BE APPLICABLE IF THIS PRODUCT IS BEING PURCHASED FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES.**

**THE CONSUMER PRODUCT PROVISIONS CONTAINED IN THIS ARTICLE I SHALL APPLY UNLESS THIS PRODUCT IS BEING PURCHASED SOLELY FOR COMMERCIAL OR INDUSTRIAL USE, IN WHICH EVENT THE PROVISIONS CONTAINED IN ARTICLE II BELOW SHALL APPLY AND THE PROVISIONS CONTAINED IN THIS ARTICLE I SHALL BE INAPPLICABLE.**

#### **A. 2-YEAR LIMITED WARRANTY**

The Manufacturer warrants to the Buyer that all supplied parts shall be free of defects in material and workmanship for a period of two (2) years from date of original purchase. This limited warranty covers the cost of all parts and labor needed to repair any item that is found to be defective in material and workmanship. Items covered include cables, sheaves, chains, motors, reducers, switches, control panels and ground fault circuit interrupters.

#### **B. 15-YEAR LIMITED WARRANTY ON VL/PL SERIES ALUMINUM FRAME EXTRUSION**

The Manufacturer warrants to the Buyer that the frame and extrusions shall be free of defects in material and workmanship for a period of fifteen (15) years from date of original purchase. This limited warranty covers the cost of all parts and labor needed to repair any item that is found to be defective in material and workmanship.

#### **C. MANUFACTURER'S OBLIGATIONS**

The Manufacturer's sole obligation under either of these limited warranties is the replacement or repair, at the Manufacturer's discretion, of parts found to be defective.

#### **D. NO SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES**

**IN NO EVENT SHALL THE MANUFACTURER BE LIABLE TO THE BUYER OR ANY PERSON FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL LOSSES OR DAMAGES CONNECTED WITH THE USE OF THE PRODUCT UNDER WARRANTY. SUCH DAMAGES FOR WHICH THE MANUFACTURER SHALL NOT BE RESPONSIBLE INCLUDE, BUT ARE NOT LIMITED TO, LOST TIME AND CONVENIENCE, LOSS OF USE OF THE PRODUCT, THE COST OF A PRODUCT RENTAL, COSTS OF GASOLINE, TELEPHONE, TRAVEL, OR LODGING, THE LOSS OF PERSONAL OR COMMERCIAL PROPERTY, AND THE LOSS OF REVENUE.**

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.

**E. NO LIABILITY IN EXCESS OF PURCHASE PRICE**

**IN NO EVENT SHALL THE MANUFACTURER'S OBLIGATIONS UNDER THIS LIMITED WARRANTY EXCEED THE PURCHASE PRICE OF THE PRODUCT.**

**F. NO EXTENSION OF STATUTE OF LIMITATIONS**

**ANY REPAIRS PERFORMED UNDER EITHER OF THESE WARRANTIES SHALL NOT IN ANY WAY EXTEND THE TWO-YEAR AND FIFTEEN-YEAR STATUTES OF LIMITATIONS CONTAINED IN THIS LIMITED WARRANTY.**

**G. PROCEDURE FOR WARRANTY PERFORMANCE**

If the product fails to perform to the Manufacturer's specifications, the Buyer must contact the dealer from whom the product was purchased. The Buyer must provide the dealer with the applicable model and serial numbers, the date of purchase, and the nature of the problem.

**H. PREAPPROVAL OF LABOR COSTS**

All labor costs related to a dealer's performance of the warranty obligations under this limited warranty must be pre-approved by Reimann & Georger Corp. Marine Products.

**I. NO OTHER EXPRESS WARRANTIES**

**THE MANUFACTURER IS NOT SUBJECT TO ANY EXPRESS WARRANTIES OTHER THAN THOSE SET FORTH ABOVE.**

**J. LIMIT ON DURATION OF IMPLIED WARRANTIES**

**THE DURATION OF ANY IMPLIED WARRANTIES UNDER APPLICABLE STATE LAW RELATING TO THE PURCHASE OF THIS PRODUCT SHALL BE LIMITED TO A PERIOD OF TWO (2) YEARS FROM THE DATE OF PURCHASE.**

Some States do not allow limitations on how long an implied warranty lasts, so the above limitations may not apply to you.

**K. QUESTIONS REGARDING LIMITED WARRANTY**

Any questions regarding this limited warranty or the procedure which the consumer should follow in order to obtain performance of any warranty obligation may be addressed to either the dealer from whom this product is purchased or to Reimann & Georger Corp. Marine Products, P.O. Box 681, Buffalo, NY 14240.

**L. EXCLUSIONS FROM LIMITED WARRANTY. THIS LIMITED WARRANTY DOES NOT COVER ANY OF THE FOLLOWING:**

1. Equipment which has been abused, damaged, used beyond rated capacity, or which is damaged or has defects caused by repairs or service completed by persons other than authorized service personnel.
2. Costs of repairing damage caused by environmental factors which include, but are not limited to, airborne fallout, chemicals, tree sap, salt, ocean spray, and water hazards.

3. Damage caused by acts of God which include, but are not limited to, hailstorms, windstorms, tornadoes, sandstorms, lightning, floods, and earthquakes.
4. Damage under conditions caused by fire or accident, by abuse or negligence, by improper installation, by misuse, by incorrect operation, by "normal wear and tear", by improper adjustment or alteration, by alterations not done by the Manufacturer, or by failure of product parts from such alterations.
5. Costs of repairing damage caused by poor or improper maintenance, costs of normally scheduled maintenance, or the cost of replacing any parts unless done as the result of a repair covered by your two-year limited warranty.
6. Costs of modifying the product in any way once delivered to the Buyer, even if such modifications were added as a production change on other products made after the Buyer's product was built.

**M. RIGHT TO MODIFY PRODUCT**

The Manufacturer has the right to modify this product at any time without incurring any obligation to make the same or similar modifications on products previously purchased.

**N. NO AUTHORITY TO ALTER WARRANTY**

No agent, representative, distributor or dealer has any authority to alter the terms of this warranty in any way.

**O. SPECIFIC LEGAL RIGHTS**

This warranty gives you specific legal rights and you may also have other rights which vary from State to State.

## **COMMERCIAL PRODUCT PROVISIONS**

**II. ARTICLE II—COMMERCIAL PRODUCT PROVISIONS: THE FOLLOWING PROVISIONS SHALL BE APPLICABLE ONLY IF THIS PRODUCT IS BEING PURCHASED SOLELY FOR COMMERCIAL OR INDUSTRIAL USE. IF THIS PRODUCT IS BEING PURCHASED FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES, THE PROVISIONS CONTAINED IN THIS ARTICLE II SHALL NOT BE APPLICABLE AND THE PROVISIONS CONTAINED IN ARTICLE I ABOVE SHALL APPLY.**

### **A. 1-YEAR LIMITED WARRANTY**

The Manufacturer warrants to the Buyer that all supplied parts shall be free of defects in material and workmanship for a period of one (1) year from date of original purchase. This limited warranty covers the cost of all parts and labor needed to repair any item that is found to be defective in material and workmanship. Items covered include cables, sheaves, chains, motors, reducers, switches, control panels and ground fault circuit interrupters.

### **B. 5-YEAR LIMITED WARRANTY ON VL/PL SERIES ALUMINUM FRAME EXTRUSION**

The Manufacturer warrants to the Buyer that the frame and extrusions shall be free of defects in material and workmanship for a period of five (5) years from date of original purchase. This limited warranty covers the cost of all parts and labor needed to repair any item that is found to be defective in material and workmanship.

### **C. MANUFACTURER'S OBLIGATIONS**

The Manufacturer's sole obligation under either of these limited warranties is the replacement or repair, at the Manufacturer's discretion, of parts found to be defective.

### **D. NO SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES**

**IN NO EVENT SHALL THE MANUFACTURER BE LIABLE TO THE BUYER OR ANY PERSON FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL LOSSES OR DAMAGES CONNECTED WITH THE USE OF THE PRODUCT UNDER WARRANTY. SUCH DAMAGES FOR WHICH THE MANUFACTURER SHALL NOT BE RESPONSIBLE INCLUDE, BUT ARE NOT LIMITED TO, LOST TIME AND CONVENIENCE, LOSS OF USE OF THE PRODUCT, THE COST OF A PRODUCT RENTAL, COSTS OF GASOLINE, TELEPHONE, TRAVEL, OR LODGING, THE LOSS OF PERSONAL OR COMMERCIAL PROPERTY, AND THE LOSS OF REVENUE.**

### **E. NO LIABILITY IN EXCESS OF PURCHASE PRICE**

**IN NO EVENT SHALL THE MANUFACTURER'S OBLIGATIONS UNDER THIS LIMITED WARRANTY EXCEED THE PURCHASE PRICE OF THE PRODUCT.**

### **F. NO EXTENSION OF STATUTE OF LIMITATIONS**

**ANY REPAIRS PERFORMED UNDER EITHER OF THESE WARRANTIES SHALL NOT IN ANY WAY EXTEND THE RESPECTIVE STATUTES OF LIMITATIONS CONTAINED IN THIS LIMITED WARRANTY.**

### **G. WAIVER OF OTHER WARRANTIES**

**THESE EXPRESS WARRANTIES ARE IN LIEU OF AND EXCLUDE ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

## **H. PROCEDURE FOR WARRANTY PERFORMANCE**

If the product fails to perform to the Manufacturer's specifications, the Buyer must contact the dealer from whom the product was purchased. The Buyer must provide the dealer with the applicable model and serial numbers, the date of purchase, and the nature of the problem.

### **I. PREAPPROVAL OF LABOR COSTS**

All labor costs related to a dealer's performance of the warranty obligations under this limited warranty must be pre-approved by Reimann & Georger Corp. Marine Products.

### **J. EXCLUSIONS FROM WARRANTY. THIS LIMITED WARRANTY DOES NOT COVER ANY OF THE FOLLOWING:**

1. Equipment which has been abused, damaged, used beyond rated capacity, or which is damaged or has defects caused by repairs or service completed by persons other than authorized service personnel.
2. Costs of repairing damage caused by environmental factors which include, but are not limited to, airborne fallout, chemicals, tree sap, salt, ocean spray, and water hazards.
3. Damage caused by acts of God which include, but are not limited to, hailstorms, windstorms, tornadoes, sandstorms, lightning, floods, and earthquakes.
4. Damage under conditions caused by fire or accident, by abuse or negligence, by improper installation, by misuse, by incorrect operation, by "normal wear and tear", by improper adjustment or alteration, by alterations not done by the Manufacturer, or by failure of product parts from such alterations.
5. Costs of repairing damage caused by poor or improper maintenance, costs of normally scheduled maintenance, or the cost of replacing any parts unless done as the result of a repair covered by your one-year limited warranty.
6. Costs of modifying the product in any way once delivered to the Buyer, even if such modifications were added as a production change on other products made after the Buyer's product was built.

### **K. RIGHT TO MODIFY PRODUCT**

The Manufacturer has the right to modify this product at any time without incurring any obligation to make the same or similar modifications on products previously purchased.

### **L. NO AUTHORITY TO ALTER WARRANTY**

No agent, representative, distributor, or dealer has any authority to alter the terms of this warranty in any way.

### **M. SPECIFIC LEGAL RIGHTS**

This warranty gives you specific legal rights, and you may also have other rights which vary from State to State.

## **TWO YEAR LIMITED WARRANTY MARINE POWER DRIVES**

**Reimann & Georger Corporation  
Marine Products**

This product is warranted by RGC® Marine Products to the original purchaser to be free from defects in material and workmanship under normal use for a period of two years from the date of purchase.

During the warranty period, and upon proof of purchase, the product will be repaired or replaced (with the same or similar model) at our option, without charge for either parts or labor when serviced at RGC® Marine Products.

Upon completion of repair, the unit will be returned to the customer freight prepaid. The warranty will not apply to this product if it has been misused, abused, or altered.

NEITHER THIS WARRANTY OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, SHALL EXTEND BEYOND THE WARRANTY PERIOD. NO RESPONSIBILITY IS ASSUMED FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES. SOME STATES DO NOT ALLOW EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.