

Boat Lifts Warranty

We at HEWITT would like to thank you for your interest in our products. We are confident that you will find the service, quality, workmanship, and design of all HEWITT products to be the industry's finest. For over 35 years, boat and watercraft owners have trusted the safety and longevity of their investments to Hewitt Lifts, docks, and canopies.

LIMITED WARRANTY

New HEWITT-built boat and pontoon lifts carry a 15 year conditional warranty on all aluminum and aluminum welds. A 5 year conditional warranty on boat port galvanized steel and welds. A 15 year conditional warranty on boat port polyethylene tanks. A 5 year conditional warranty on vinyl and SeaMark canvases, excluding fading.

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- 5 year conditional warranty on canvases, excluding fading.

HEWITT Machine and Manufacturing, Inc. further warrants all other parts used on HEWITT-built lifts and accessories, purchased new by original owner, to be free from defects in the material and workmanship under normal use for a period of 24 months from the date of purchase (excluding components and options which carry their own manufacturer's warranty, wherein that warranty will apply.) Warranty is void when misuse or neglect is the cause. Specifications are subject to change without notice. THIS WARRANTY IS VALID ONLY IN THE UNITED STATES AND CANADA FOR PRODUCTS USED FOR FRESH WATER. CHECK ON REQUIREMENTS FOR USE IN SALTWATER.

No other express warranty or guaranty, except as mentioned above, given by any person or entity with respect to HEWITT products shall bind HEWITT Machine and Manufacturing, Inc. This warranty supersedes all other warranties expressed or implied. NO IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE APPLY TO HEWITT PRODUCTS AND ARE HEREBY DISCLAIMED.

In the event of a possible warranty claim, the defective products must be returned to HEWITT Machine and Manufacturing, Inc. If proven to be defective upon inspection they will be exchanged for new or comparable rebuilt products, as determined by HEWITT Machine and Manufacturing, Inc. and shipped back to the original purchaser. All shipping costs are the responsibility of the customer. Warranty replacement shall not extend the original warranty period of the defective HEWITT products. HEWITT Machine and Manufacturing, Inc. must be notified in writing within one month of the expiration of the applicable period of the express limited warranty stated above for an item to be evaluated for warranty.

The customer's remedies with respect to defective HEWITT products shall be exclusively limited to the repair or replacement remedy as above provided and in no event shall HEWITT Machine and Manufacturing, Inc. be liable for loss of profits, revenues, savings, inconvenience, associated costs, expense for equipment or service, use of capital, facilities, services, storage charges, damage to property, or any other special, incidental or consequential damages caused by the use or misuse of, or inability to use, the HEWITT product, regardless of the legal theory on which the claim is based, and even if HEWITT Machine and Manufacturing, Inc. has been advised of such damages. In no event shall recovery of any kind against HEWITT Machine and Manufacturing, Inc. be greater in amount than the purchase price of the HEWITT product sold by HEWITT Machine and Manufacturing, Inc. and causing the alleged damage. Without limiting the foregoing, the purchaser assumes all risk and liability for loss, damage or injury to persons, animals or property arising out of use or misuse of, or inability to use, the HEWITT product. HEWITT Machine and Manufacturing, Inc. is not liable for third party claims. This limited warranty shall not extend to anyone other than the original purchaser of the HEWITT product, or the person for whom it was purchased as a gift, and states your exclusive remedy. In no event shall HEWITT Machine and Manufacturing, Inc. be liable for incidental or consequential damages to the full extent such may be disclaimed by law.

Unless otherwise noted this warranty agreement is the only warranty agreement between the parties. This agreement states the limits and association of risk between the two parties. Customer acknowledges understanding of this warranty and agreement and binding to the terms contained within.

OTHER MANUFACTURER'S WARRANTIES

Non HEWITT Machine and Manufacturing, Inc. manufactured products are sold "as is", without warranty of any kind by HEWITT Machine and Manufacturing, Inc., including an implied warranty regarding MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, and all such warranties are disclaimed. The sole warranty, if any, with respect to such non HEWITT Machine and Manufacturing, Inc. manufactured products is given by the manufacturer or producer thereof. Based upon HEWITT Machine and Manufacturing, Inc.'s knowledge the following warranties are provided by other manufacturers: Hydraulic pumps and hoses carry a manufacturer's 2-year warranty. Hydraulic cylinders carry a manufacturer's 1-year warranty. BoatPort controller carries a manufacturer's 1-year warranty.

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