Lifetime Warranty

1. Homecare Products, Inc., dba EZ-ACCESS ("Manufacturer"), hereby warrants its products shall be free from defects in material and workmanship under normal use and service for the lifetime of the product. This limited warranty is applicable to Manufacturer's parts and components only (i.e., warranty excludes powder-coated finish, applied non-skid tape, etc.).
2. Manufacturer's obligation and purchaser's sole remedy under this warranty is limited to, at Manufacturer's option, repair or replacement of parts and components, which upon examination shall disclose to Manufacturer's reasonable satisfaction to have been defective. The repair or replacement of a defective product under this warranty will be made by Manufacturer without charge for parts or labor. In the case of a discontinued product, Manufacturer reserves the right to replace the product with a new product of comparable value and function. Manufacturer also reserves the right to refund the purchase price as its exclusive warranty remedy. Purchaser must contact Manufacturer to request service prior to asserting any claim pursuant to this warranty. Manufacturer will then, at its option, either issue a Return Authorization (RA) for return of the product or schedule examination of the product on location. This limited warranty extends to the original purchase and delivery only and is non-transferable. Proof of purchase is required.
3. Manufacturer's liability is limited to the items set forth above and no part of this warranty shall extend to loss or damage exacerbated by purchaser's failure to mitigate same, any alleged defect not reported by purchaser within thirty (30) days after discovery, or loss or damage due to (a) installation, alteration, relocation, faulty maintenance, improper loads, negligence, accident, vandalism, misuse, or abuse; (b) ordinary wear and tear; (c) shrinkage, warping, fractures, discoloration, etc. within reasonable tolerances caused by aging or exposure to the elements including dampness, condensation, or corrosion; (d) changes in grading or landscaping of the surrounding ground; (e) defects in adjoining or contiguous structures; (f) soil movement or changed site conditions; or (g) acts of God, including, but not limited to fire, explosion, smoke, water escape, windstorm, rain, hail, lightning, falling trees, insects, aircraft, ground vehicles, flood, snow, ice, and earthquake. Under no circumstances shall Manufacturer be liable for injury to any person or damage to any property whatsoever by virtue of this warranty or otherwise.
4. DISCLAIMER: THE WARRANTIES AND REMEDIES CONTAINED HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY LIABILITY ARISING UNDER ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, STATUTORILY OR OTHERWISE. HOWEVER, IF ANY IMPLIED WARRANTY CANNOT BE DISCLAIMED BY FEDERAL REGULATION OR IN ANY JURISDICTION WHERE PRODUCT IS SOLD, THE DURATION OF SUCH IMPLIED WARRANTY IS LIMITED TO THE DURATION OF THIS LIMITED WARRANTY DESCRIBED HEREIN.
5. MANUFACTURER SHALL NOT BE LIABLE UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, RESULTING FROM THE USE, MISUSE, OR INABILITY TO USE THE PRODUCT, OR ARISING OUT OF ANY BREACH OF THIS LIMITED WARRANTY, EVEN IF MANUFACTURER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE SOLE REMEDY FOR A BREACH OF THE FOREGOING LIMITED WARRANTY IS REPLACEMENT OF THE DEFECTIVE WORKMANSHIP. THE MAXIMUM LIABILITY OF MANUFACTURER UNDER THIS WARRANTY IS LIMITED TO THE PURCHASE PRICE OF THE PRODUCT COVERED BY THE WARRANTY.
6. This warranty is in addition to, and not in limitation of, any and all other rights and remedies to which purchaser may be entitled at law or in equity. Federal regulations and some state statutes may not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to a particular purchaser. This warranty provides specific legal rights, and purchaser may have other rights which may vary by jurisdiction. Manufacturer reserves the right to change or improve its product without any obligation to change or improve any product previously manufactured.