



# Limited Warranty

Wheel Service Equipment

Revised: 7/23/20

4-Pages

## GENERAL PROVISIONS

- 1) In addition to the specific items listed on each of the following individual WARRANTY pages, the following GENERAL PROVISIONS apply.
- 2) The purchaser of any Danmar (Buyer) assumes the risk of verifying all materials or resources used or relied on in making the decision to purchase Product. In no event will DANNMAR be liable to the Buyer or to anyone else for any decision made or action taken in reliance on information obtained from any Danmar website or from any Danmar dealer, or third-party website, or any online or published catalog.
- 3) DANNMAR has exclusive title and ownership rights including all intellectual property rights throughout the world for all material and content contained on any Danmar website or from any Danmar online or published catalog.
- 4) Danmar websites may contain hypertext or other links to websites not owned or controlled by DANNMAR. Links to other computer systems or websites are not supervised nor regularly reviewed by DANNMAR. DANNMAR specifically disavows legal responsibility for any information, personal opinions, guidance, advice or instruction that a Buyer receives from others or other websites.
- 5) Materials, design, specifications, images and other content from any Danmar website, or any other Danmar affiliate or dealer website, or any Danmar online or published catalog are subject to change. DANNMAR is not responsible for improper use or any results thereof. DANNMAR reserves the right to make changes to all published warranties, website content, or published content.
- 6) DANNMAR makes no promises, guarantees or assurances that our Products meet any state, county, federal or international mandated permit, license, code, standard, certification, or any other mandate other than what is listed or shown on Danmar website(s), or any Danmar online or published catalog. Not all Danmar lift models meet the standards as prescribed by ANSI/ALI ALCTV- (current edition) or ANSI/UL 201. Consult [www.autolift.org](http://www.autolift.org) for a complete list of lift models that meet ANSI/ALI ALCTV-(current edition) or ANSI/UL 201, or contact Danmar via [contact@Danmar.com](mailto:contact@Danmar.com). Buyer assumes full responsibility for any state, county, federal or international mandated permit, license, code, standard, certification, or any other mandate required related to the installation and/or operation of any Danmar. DANNMAR is not responsible for any charges, fines, liens, or other levies imposed on the Buyer related to any special or regional structural, seismic or any other building code and/or codes such as the Uniform Building Code (UBC), International Building Code (IBC), or any other state, county, federal or international mandated permit, license, code, standard, certification, or other mandate, law, rule, regulation or directive by any other agency, government, administrations, or corporations whether state, county, federal, or international mandated.
- 7) Unless modified in a writing signed by both parties, it is understood that DANNMAR published Warranties and DANNMAR Terms and Conditions of Sale, together with these General Provisions are to be the complete and exclusive agreement (Agreement) between the parties superseding all oral or written prior agreements and all other communications between the parties relating to the subject matter of said Agreement, including statements made by salespersons. No employee of DANNMAR or any other party is authorized to make any warranty in addition to those made in the Agreement. The buyer is warned, therefore, to check all Warranties and review in full detail the Terms and Conditions of Sale carefully to see that it correctly reflects those terms that are important to the Buyer.

## LIMITATION OF LIABILITY

(a) Warrantor shall have no obligation pursuant to this Warranty with respect to product (Product's as illustrated on the following pages) which in its sole judgment has been altered damaged, misused, abused, badly worn, lost or improperly maintained. (b) This Warranty is null and void if any person other than an authorized representative of Warrantor has made any attempt to service or modify the Product prior to its return to Warrantor under this Warranty. (c) Products are provided and sold "as-is" without any express or implied warranties including warranties of merchantability or fitness for particular purpose. No warranties, expressed or implied, will apply after this period. (d) PURCHASER'S EXCLUSIVE REMEDY FOR CLAIMS ARISING HEREUNDER SHALL BE FOR DAMAGES. WARRANTOR'S LIABILITY FOR ANY AND ALL LOSSES AND DAMAGES TO PURCHASER RESULTING FROM ANY CAUSE WHATSOEVER INCLUDING WARRANTOR'S NEGLIGENCE, ALLEGEDLY DAMAGED OR DEFECTIVE GOODS, IRRESPECTIVE OF WHETHER SUCH DEFECTS ARE DISCOVERABLE OR LATENT, SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE PARTICULAR GOODS WITH RESPECT TO WHICH LOSSES OR DAMAGES ARE CLAIMED, OR, AT THE ELECTION OF THE WARRANTOR, THE REPAIR OR REPLACEMENT OF DEFECTIVE OR DAMAGED GOODS. IN NO EVENT, INCLUDING IN THE CASE OF A CLAIM OF NEGLIGENCE, SHALL WARRANTOR BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. DAMAGES THAT WARRANTOR WILL NOT BE RESPONSIBLE FOR INCLUDE, BUT ARE NOT LIMITED TO: LOSS OF PROFITS; LOSS OF SAVINGS OR REVENUE; LOSS OF USE OF THE PRODUCT OR ANY ASSOCIATED EQUIPMENT; COST OF CAPITAL; COST OF ANY SUBSTITUTE EQUIPMENT, FACILITIES, OR SERVICES; DOWNTIME; THE CLAIMS OF THIRD PARTIES, INCLUDING CUSTOMERS; AND INJURY TO PROPERTY.

This agreement allocates the risks of Product failure between Warrantor and the Purchaser. This allocation is recognized by both parties and is reflected in the price of the goods. The Purchaser acknowledges that it has read this agreement, understands it, and is bound by its terms. Unless modified in a writing signed by both parties, this agreement is understood to be the complete and exclusive agreement between the parties, superseding all oral or written prior agreements and all other communications between the parties relating to the subject matter of this agreement, including statements made by salespersons. No employee of Warrantor or any other party is authorized to make any warranty in addition to those made in this agreement. The Purchaser is warned, therefore, to check this agreement carefully to see that it correctly reflects those terms that are important to the buyer. Warrantor may modify these terms and conditions at any time by either providing the Purchaser with written notice or posting such revised terms on [www.Dannmar.com](http://www.Dannmar.com). Such revised terms shall be effective thirty days from the date of such written notice or posting. Some States do not allow limitations on how long an implied warranty lasts, so the above limitation 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.



## WHEEL SERVICE EQUIPMENT WARRANTY

**Duration:** From the date of purchase by the original Purchaser; or 12-months from the date of shipment by Danmar or whichever comes first.

- **One Year (12-Months) Warranty** on equipment structure [\*] [\*\*]
- **One Year (12-Months) Warranty** on operating components [\*] [\*\*]
- **One Year (12-Months) Free-Shipping\*\*** on ground-freight charges related to warranty performance [\*] [\*\*]

### Limited Warranty

1. Who gives this warranty (Warrantor): Danmar, 1645 Lemonwood Dr., Santa Paula, CA 93060
2. Who receives this warranty (Purchaser): The original Purchaser (other than for purpose of resale)
3. What products are covered by this warranty: Any Danmar brand tire changer, wheel balancer or brake lathe\*\*
4. What is covered under this warranty: manufacturer defects due to material and/or workmanship with the exceptions noted below.
5. What is not covered under this warranty:
  - a. Freight charges related to warranty performance.
  - b. Onsite labor or factory labor associated with warranty performance.
  - c. Any failure that results from Purchaser's abuse, neglect or failure to operate, maintain or service product in accordance with instructions provided in the owner's manual(s) supplied
  - d. Any damage caused by using equipment beyond rated capacity and/or capability
  - e. Items or service normally required to maintain the product, i.e. lubricants, oil, etc.
  - f. Items considered general wear parts such as rubber or plastic pads/protectors, cutting tips, plastic trays, etc. unless wear or failure is a direct result of manufacturer defect due to material and/or workmanship
  - g. Any component damaged in shipment or any failure caused by installing or operating equipment under conditions not in accordance with installation and operation guidelines or damaged by contact with tools or surroundings
  - h. Motor or other component failure caused by rain, excessive humidity, corrosive environments or other contaminants
  - i. Rusted components due to improper maintenance or corrosive environments
  - j. Cosmetic defects that do not interfere with product functionality
  - k. Damage due to incorrect voltage or improper wiring
  - l. Any incidental, indirect, or consequential loss, damage, or expense that may result from any defect, failure, or malfunction of a Danmar product
  - m. All electrical components are guaranteed for one year against defects in workmanship and/or materials when installed and used according to specifications
6. Responsibilities of Warrantor under this warranty: Repair or replace with either new or reconditioned unit at Warrantor's option, component and/or unit which is defective, has malfunctioned and/or failed to conform within duration of the warranty period. Danmar will pay reasonable labor costs for the first 12 months only.
7. Responsibilities of Purchaser under this warranty:
  - a. Provide dated proof of purchase and maintenance records
  - b. In some cases, components may be required to be shipped to the nearest Danmar Authorized Service Center. Freight costs, after 12-months, must be borne by the Purchaser.
  - c. Use reasonable care in the operation and maintenance of the products as described in the owner's manual(s).
8. When Warrantor will perform repair or replacement under this warranty: Repair or replacement will be scheduled and serviced according to the normal work flow at the servicing location, and depending on the availability of replacement parts.
9. \*As determined by Warrantor in its sole discretion. Equipment structure is defined as any non-moving permanently affixed frame or main body, or sub-structures that are non-moving and permanently affixed or attached to any main equipment structure or frame. \*\*For all Danmar brand tire changers, wheel balancers or brake lathes manufactured on or following 6/1/2020.

### Limitation of Liability

Danmar shall have no obligation pursuant to this Warranty with respect to products which in our sole judgment have been altered damaged, misused, abused, badly worn, lost or improperly maintained. This Warranty is null and void if the customer or any other person other than an authorized representative of Danmar has made any attempt to service or modify the tool prior to its return to Danmar under this Warranty. In no event will either party be liable for any damage caused by the other party's failure to fulfill its responsibilities under these terms and conditions. In no event will either party be liable for any lost profits, lost savings, incidental damage, or other economic consequential damages Danmar products are provided and sold as is without any express or implied warranties including warranties of merchantability or fitness for particular purpose. No warranties, expressed or implied, will apply after this period. Danmar may modify these terms and conditions at any time by either providing the customer with written notice or posting such revised terms on [www.Danmar.com](http://www.Danmar.com). Such revised terms shall be effective thirty days from the date of such written notice or posting.