



WARRANTY POLICY

PLATFORM CARTS

LIMITED 3-YEAR WARRANTY

5Seconds™ warrants platform carts that are purchased while this Warranty is in effect will be free from defects in materials and workmanship for a period of 3 years from the original date of purchase. If a Product fails to operate during the 3 year Warranty Period as a result of defects in materials or workmanship, 5Seconds™ will, at its option, repair it or replace it with the same or similar Product. Similar products can be different in design or color.

Warranty Terms and Conditions

Procedure:

To submit a warranty claim, you must complete and submit our online warranty claim form, which can be found at www.5secondsbrand.com/warrantyclaim. Once your warranty claim has been submitted, 5Seconds™ will provide you with a Return Merchandise Authorization (RMA) Number and instructions as to if, when and where to return the defective Product. Failure to follow this procedure will void this warranty.

Additional Terms & Conditions:

1. 5Seconds™ reserves the right to modify this Warranty from time to time; any such modification shall be effective for all purchases made after the effective date of such revised Warranty.
2. This Warranty is extended only to the original purchaser of the Product from 5Seconds™ or from an authorized 5Seconds™ distributor or dealer and is otherwise void.
3. This Warranty does not have any labor charges. 5Seconds™ will not be responsible for any add-on costs, overtime costs, travel time, equipment rental or any other costs or expenses that may occur.
4. This Warranty covers the reasonable shipping costs incurred to return defective or nonconforming Products pursuant to the terms hereof. Product may not be returned without 5Seconds™ prior written authorization. The failure to obtain such prior written authorization will disqualify you from recovering your shipping costs.
5. This Warranty is void if the Product has not been used, installed, operated and maintained in accordance with instructions, or if the Product has been subject to accident, neglect, abuse, misuse or acts of God, or if the Product is installed or operated in applications in which ambient temperatures are above or below the temperature range specified in the specification sheet. You acknowledge that use of a Product in an environment in which the ambient temperature is lower or higher than the foregoing temperature range can significantly increase the degradation rate of the Product and shorten its useful life.
6. This Warranty does not cover Products that are not defective. However, in certain instances, where there are multiple or catastrophic failures of Products, 5Seconds™ may decide, in the exercise of its sole discretion, to repair, replace with similar or newer design fixture., this decision is at 5Seconds™ sole and exclusive discretion.
7. This Warranty does not cover any third-party products or devices used in conjunction with the Product.
8. Repaired and/or replacement Products are warranted for the remainder of the failed Product's original Warranty Period.
9. This Warranty shall only be effective if your purchase receipt for the Product is available for inspection by 5Seconds™, and a

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10. If an identical replacement Product is not reasonably available, 5Seconds™ reserves the right, at its sole discretion, to replace the defective Product with a different product. 5Seconds™ also reserves the right to utilize new, reconditioned, refurbished, repaired or remanufactured products or parts in the Warranty repair/replacement process.
11. This Warranty is limited to Products purchased in, and for use within, the United States or Canada.
12. This Warranty shall not apply to Products, parts, advice, assistance or service which 5Seconds™ furnishes as a promotion, as samples, as a courtesy or accommodation or for no fee.
13. This Warranty does not cover any cosmetic Product defects, including without limitation, damage to the painted Product finish or other finish or coating
14. This Warranty is void if the customer is in default on any portion of its payment obligations to 5Seconds™ or to a 5Seconds™ distributor/dealer.
15. In the event that a customer intends to conduct any tests on any Product alleged to be defective or subject to this Warranty, the conditions of such test shall be mutually agreed upon by the customer and 5Seconds™, in writing; the actual test shall be scheduled by mutual agreement; and 5Seconds™ and its representatives may be present at any such tests. Any tests conducted in violation of the terms of this paragraph shall void this Warranty.
16. Each and every provision of any applicable law, regulation, and/or clause which is required by any applicable law or regulation to be inserted into this Warranty shall be deemed to be inserted herein, and this limited warranty shall be read and enforced as though it were included herein.
17. No agent, distributor or dealer is authorized to change, modify or extend the terms of this Limited Warranty on behalf of 5Seconds™.
18. This Warranty and all matters connected with the performance thereof shall be construed, interpreted, applied and governed in all respects by the laws of the State of Georgia in the United States of America. Any action, suit or proceeding arising out of or relating to this Limited Warranty and/or to the purchase of Products covered by this Limited Warranty, shall be venue exclusively in the State or Federal courts located within the State of Georgia (U.S.A.).

Limitation of Liability

THE FOREGOING WARRANTY IS EXCLUSIVE, AND IS THE SOLE REMEDY FOR ANY AND ALL CLAIMS, WHETHER IN CONTRACT, IN TORT OR OTHERWISE ARISING FROM THE FAILURE OF PRODUCT AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED TO THE EXTENT PERMITTED BY LAW AND, IN ANY EVENT, SHALL BE LIMITED TO THE WARRANTY PERIOD SPECIFIED ABOVE. THE LIABILITY OF 5Seconds™ SHALL BE LIMITED TO THE TERMS OF THE EXPRESS WARRANTY SET FORTH HEREIN. IN NO EVENT WILL 5Seconds™ BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, DAMAGES RESULTING FROM LOSS OF USE, PROFITS, BUSINESS OR GOODWILL, LABOR COSTS, REMOVAL OR INSTALLATION COSTS.

UNDER NO CIRCUMSTANCES SHALL 5Seconds™ ENTIRE LIABILITY FOR A DEFECTIVE PRODUCT EXCEED THE PURCHASE PRICE OF THAT PRODUCT. WARRANTY SERVICES PROVIDED UNDER THESE TERMS AND CONDITIONS DO NOT ENSURE THE UNINTERRUPTED OPERATION OF PRODUCTS; 5Seconds™ SHALL NOT BE LIABLE FOR DAMAGES CAUSED BY ANY DELAYS INVOLVING WARRANTY SERVICE.

This Limited Warranty gives you specific legal rights and you may also have other rights that may vary from state to state. Because some states or jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, this limitation may not apply to you.

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