

## **Limited Warranty**

### **BM5 Series Dock Leveler**

Beacon Industries, Inc. warrants that this BM5 Series Dock Leveler will be free from defects in design, materials and workmanship on all structural parts for a period of exactly one (5) years from date of shipment. All claims for breach of this warranty must be made within thirty (30) days after the defect is or can, with reasonable care, be detected and in no event more than one (5) years after shipment. This warranty is extended to the original purchaser of this product and is non-transferable.

Beacon warrants that this BM5 Series Dock Leveler will be free from defects in design, materials and workmanship on all mechanical and miscellaneous parts for a period of exactly one (1) year from date of shipment. All claims for breach of this warranty must be made within thirty (30) days after the defect is or can, with reasonable care, be detected and in no event more than one (1) year after shipment.

In order to be entitled to the benefits of this warranty, the unit must have been properly installed, maintained, operated within its capacity, and not otherwise abused. Ninety (90) day periodic maintenance, adjustment and documentation is the sole responsibility of the owner.

This warranty is Beacon's exclusive expressed warranty.

**Beacon expressly disclaims all implied warranties including the implied warranties of merchantability and fitness.**

In the event of any defects covered by this warranty, Beacon will remedy such defects by repairing or replacing any defective equipment or parts, bearing all of the costs for parts, from Beacon to site, labor by others. This shall be the exclusive remedy for all claims whether based on contract, negligence, or strict liability. **Beacon shall not, in any event, be liable for any loss of the use of any equipment or incidental or consequential damages of any kind.**

#### **Proper Warranty Request**

An authorized warranty request is for Beacon to receive a copy of the Beacon invoice to the customer that includes, invoice number, model number and ship date with a written request including your name, company name, address and phone number.

Mail  
Beacon Industries Inc.  
12300 Old Tesson Rd  
St Louis, MO 63128 USA

Phone:  
314-487-7600  
Fax:  
314-487-0100

Email:  
sales@beacontechnology.com

Maintenance and validation by original purchaser is required to keep Warranty in effect. In order to keep this Warranty in effect, the original purchaser must do two things:

First: The original purchaser must have the BM5 Series Dock Leveler maintained and serviced as prescribed in the Beacon Owner's Manual.

Second: The original purchaser must present the seller with a maintenance schedule to show that the BM5 Series Dock Leveler has been maintained and serviced in accordance with the Beacon Owner's Manual. The validated maintenance schedule must be submitted whenever a claim is made under this Warranty.

Items not covered by Warranty. The seller does not cover:

(i) Defects, damage or deterioration due to normal use, wear and tear or exposure; (ii) normal maintenance services; (iii) the replacement of service items, (iv) damage or defects due to misuse, water damage, improper installation, alteration, negligence, freight, accident, product misuse, negligent operation, negligent repair, corrosion or use in corrosive environments, inadequate or improper maintenance, collisions or other incidental contacts from other equipment causing damage to the product; and (v) damage or defects due to the repair of the BM5 Series Dock Leveler by someone other than an authorized dealer or the installation of parts other than genuine Beacon part.

No other warranties made. This Warranty is in lieu of all other express or implied warranties of the Beacon BM5 Series Dock Leveler, the manufacturer and the selling dealer, including any implied warranty of merchantability or fitness for any particular purpose. Neither Beacon Industries, Inc. assumes, or authorizes any person to assume, on its behalf, any other obligation or liability.

Some states do not allow the exclusion on limitation of implied warranties or liability for incidental or consequential damages, so the above limitations or exclusions may not apply to you.

This Warranty and, any and all claims that may arise shall be construed according to the laws of the State of Missouri, USA.