



# Return Policy and Limited Warranty

BIAC Broadband USA, Inc. (BIAC™) agrees to repair or replace any RackLift™ as a direct result of a defect in original workmanship or materials furnished by BIAC™ which causes a malfunction or breakdown of a RackLift™ during the warranty period, provided that:

1. The RackLift™ is new at the time of purchase or lease by the warranty owner (the warranty is not transferable without the prior written consent of BIAC™);
2. The RackLift™ has been used in accordance with the safety instructions in the operating manual;
3. The repair is made by BIAC™ or by an authorized RackLift™ dealer;
4. The owner pays any applicable removal and installation costs; and
5. The repair is not an excluded repair.

RackLifts returned for credit are subject to a restocking charge of 10% per week of the original purchase price from receipt of shipment. RackLift™ trade in for upgrade, exchange or recycling are subject to inspection and valuation.

The original RackLift™ must be returned for repair or replacement at the discretion of BIAC™ and the owner agrees that BIAC™ 's liability in respect of an authorized repair is limited to the cost of repairing or replacing the RackLift™ with a new or manufacturer's rebuilt part or parts.

ALL parts of the RackLift™ are covered for the times set out below.

1. When assembled for use on a data center one year from date of purchase or receipt of RackLift™;

The following are exclusions from the BIAC™ warranty and are not covered:



# Return Policy and Limited Warranty

1. Labour for removal and re assembly of the RackLift™;
2. Repairs or replacement resulting from accidental damage, any alteration of the RackLift™ or when the unit has not been properly maintained;
3. Repairs or replacement resulting from damage from an external cause;
4. Unauthorized repairs;
5. Repairs or replacement resulting from alterations or modifications after the RackLift™ is assembled;
6. To any RackLift™ where there is evidence of tampering;
7. Where repair or replacement is required as a result of environmental causes, acts of riot or similar causes or acts of God;
8. All consequential and/or resultant loss damage, injury, death and expenses resulting there from of any kind whatsoever suffered by any person or thing except as specifically provided for herein; and
9. For repair or replacement resulting from normal vibration, deterioration, distortion or deformation.

In the event of a claim by the Purchaser or authorized transferee of this Warranty, the Purchaser must make the RackLift™ available to BIAC™ for inspection before any repairs are made. Failure to do so will void this Warranty.



# Return Policy and Limited Warranty

This warranty contains all of the terms and conditions detailing the rights and obligations of the owner and there are no warranties or representations, express or implied, except those contained herein. It shall be a condition precedent to any obligation of BIAC™ hereunder that the owner return or make available to BIAC™, or one of BIAC™'s authorized dealers, the RackLift™.

This warranty shall be governed by and interpreted in accordance with the laws of the State of Texas for product sold in the United States of America. Canada and International Product Sales shall be governed by and interpreted in accordance with the Laws of the Province of Ontario, Canada.

To The Purchaser: This certificate, together with a copy of your authorized RackLift™ dealer invoice, which must include the date of sale or installation, is your proof of purchase. If you request a warranty replacement or repair, these documents must be presented to an authorized RackLift™ dealer. Warranty terms and limitations are set out in the entirety of this BIAC Broadband USA, Inc. RackLift™ **WARRANTY**. Dealers cannot change or override the terms of the BIAC™ warranty.