



Limited Warranty

Thank you for investing in one of the finest boat lifts in the world. We pride ourselves in knowing our product will safely and reliably be the conduit to your fun on the water. Welcome to the Basta Boatlifts family and Boat Happy!

LIMITED WARRANTY:

Basta Inc. dba Basta Boatlifts (“Company”) warrants its Products (purchased after November 1st, 2021) for non-commercial use for a period of,

16 years against manufacturing defects in steel and aluminum lift frame welds

3 years against defects in materials and workmanship including hydraulic components, charging system, remote controls, dock box, bunks, canopies, and accessories.

1 year battery warranty when maintained in accordance with battery manufacturer’s guidance for batteries supplied by the Company,

to the original Purchaser (“Purchaser”), beginning from date of purchase of the Product from Company. If the Product is purchased from an authorized Company Reseller, the warranty term begins upon the date the new Product is sold to the end Purchaser (“Warranty Start Date”).

Annual inspection of the Product bolts, pins, hydraulics, pump, electronics, and welds, by a Company employee or Company authorized agent, shall be conducted. Failure to undertake such maintenance shall constitute “abuse” under Exclusions below.

Company has the right to modify Products at any time without incurring any obligation to make the same or similar modifications on Products previously manufactured or purchased.

TERMS AND CONDITIONS:

REGISTRATION:

Purchaser must register Product for a valid warranty. Warranty registration may be found and submitted at <https://bastaboatlifts.com/support>.

NOTICE REQUIREMENTS AND REMEDIES:

If the Purchaser discovers a defect, the purchaser shall immediately notify the Company in writing by submission of a Warranty Claim form. Warranty Claim forms may be found and submitted at <https://bastaboatlifts.com/support>. Upon receipt of a complete Warranty Claim form and after confirmation by Company that the Product is defective, the Company, or its authorized Company dealer or agent, will, at the Company's sole discretion:

- (1) repair the Product or,
- (2) replace the defective part with a new or reconditioned part, or
- (3) refund the purchase price of the Product.

Confirmation of the defect shall require that reasonable proof of the defect be provided by Purchaser to Company or Company authorized agent, and may include that the Product or part be returned to Company for inspection at the Purchaser's initial expense. If the Purchaser chooses to order a replacement part prior to the final determination of the warranty claim, Purchaser will be responsible for the cost of the replacement part and its shipping. If the part is determined to be a valid warranty claim, the customer will be credited the amount of the replacement part and its shipping. Replacement parts for Products outside the United States will be shipped in the next authorized Dealer shipment unless Purchaser agrees to pay for door-to-door freight of warranted Product. Warranty replacement shall not extend the original warranty of the defective Products. Labor for warranty work to be provided by the Company's Authorized dealer for a period of 3 years from Warranty Start Date, provided there is an active Authorized Dealer within 50 miles of the location of the Product. Labor will not be provided for direct purchases from Company or when an active Authorized Dealer is not located within 50 miles of the location of the Product.

Warranty requests received after expiration of warranty term will not be covered under this warranty regardless of when the defect occurred or was discovered.

EXCLUSIONS:

Product changes caused by age or environment (such as marine growth, heat, corrosion or electrolysis) shall not constitute a defect. In addition, this warranty does not cover or apply to the following: damages caused by or due to without limitation: accidents, collision, fire, flood, wind, ice, or any other natural disaster or acts of God, abuse, misuse, overloading, improper boat loading, use when out of level, faulty assembly or installation. Lift components' fluid levels and condition, including battery electrolyte (water and acid), hydraulic fluid and strainer cleaning are maintenance items and are not covered by this warranty. Sacrificial anodes (zincs), cosmetic concerns and custom coatings are not covered by this warranty. Warranty is void if the Product has been modified in any way or if any Company serial number has been removed or defaced. Product purchased from Company, but used on non-Company Products are excluded from this warranty.

LIMITATIONS:

To the maximum extent permitted by law except as expressly stated herein, there are no warranties, expressed or implied, by operation of law or otherwise, of the Product furnished under this Agreement. Seller disclaims any implied warranty of merchantability or fitness for a particular purpose. The sole remedy for liability of any kind shall be limited to the remedies provided in this warranty and shall in no event include any incidental, indirect, special or consequential damages or loss of use, revenue or profit. Should the company nevertheless be found liable for any damages, the total liability of the company shall be limited to the purchase price of the Product.