

# WARRANTY



## SAFETYTECH OUTRIGGER PADS

DICA will warranty all DICA SafetyTech Outrigger pads manufactured by DICA against breaking or cracking due to defects in material or workmanship. Subject to the limitations and exclusions described in this warranty, DICA will remedy defects in materials or workmanship by repairing or replacing, at its option, a defective product without charge for parts or labor. In addition, DICA may elect, at its option, not to repair or replace a defective product but rather issue to a purchaser a refund equal to the purchase price paid for the product or a credit to be used toward the purchase of a new DICA product.

This warranty covers only manufacturing defects and does not cover any damage caused by misuse such as bridging voids, neglect, accidents, abrasion, normal wear and tear or transport damage. While non-warranty maintenance or repairs on your Product can be performed by any company, DICA requires that you use only an approved DICA technicians ("Service Center"), or approved representatives for warranty repairs. Improper or incorrectly performed maintenance or repairs void this warranty. Incidental and consequential damages are expressly disclaimed. Labor charges and damages attributable to work performed by anyone other than a Service Center are not covered by this warranty.

To the extent permitted by applicable law, any implied warranties are hereby excluded. The warranty provided herein is limited to the value of the Product. Manufacturing specifications are subject to change without notice. Inspect your Product immediately after each use.

No warranty is given for defects caused by normal wear and tear, misuse, scratches, accidents, or unapproved field modifications. No warranty is given for defects resulting from conditions beyond DICA's control including, but not limited to, misuse, including the spanning of voids, overloading or actions in contradiction with DICA's published usage guidelines. Subject to the limitations and exclusions described in this warranty, DICA will remedy any breakage cracking, or crushing damage by repairing or replacing, at its option, a defective product without charge for parts or labor. In addition, DICA may elect, at its option, not to repair or replace a defective product but rather issue to a purchaser a refund equal to the purchase price paid for the product or a credit to be used toward the purchase of a new DICA product. Said warranty is void if the posted crush rating, or allowable load rating is exceeded at any time after the initial purchase of the product.

This warranty applies only to typical use conditions. Incidental and consequential damages are expressly disclaimed. This warranty covers only breaking, crushing or cracking of the product under normal use, and does not cover any damage caused by misuse (such as exceeding the crush and allowable load limits), neglect, accidents, abrasion, normal wear and tear or transport damage. While non-warranty maintenance or repairs on your Product can be performed by any company, DICA requires that you use only an approved DICA technicians ("Service Center"), or approved representatives for warranty repairs. Improper or incorrectly performed maintenance or repairs void this warranty.

DISCLAIMER OF LIABILITY REPAIR OR REPLACEMENT OF A DEFECTIVE PRODUCT OR THE ISSUANCE OF A REFUND OR CREDIT (AS DETERMINED BY DICA) IS A PURCHASER'S EXCLUSIVE REMEDY UNDER THIS WARRANTY. DAMAGE TO A PURCHASER'S VEHICLE, EQUIPMENT, CARGO AND/OR TO ANY OTHER PERSON OR PROPERTY IS EXCLUDED. THIS WARRANTY IS EXPRESSLY MADE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. DICA'S SOLE LIABILITY TO ANY PURCHASER IS LIMITED TO THE REMEDY SET FORTH ABOVE. IN NO EVENT WILL DICA BE LIABLE FOR ANY LOST PROFITS, LOST SALES, OR FOR ANY CONSEQUENTIAL, DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OR FOR ANY OTHER DAMAGES OF ANY KIND OR NATURE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT BE APPLICABLE. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.