

Limited Warranty

Jack-it, Inc. warrants that for a period of I year (from date of invoice) after a new part has been purchased from and installed by Jack-it, Inc., labor for said installation is guaranteed to be completed in accordance with manufacturer guidelines. Should vehicle and/or new components malfunction due to improper installation, Jack-it, Inc. will provide reasonable and necessary repair and pay for the cost of labor.

This warranty applies only to products purchased from and installed by Jack-it, Inc. Items supplied by the customer or any other person, business, or entity are NOT covered by Jack-it—customer assumes all liability for these items and their subsequent performance. Jack-its liability is limited to the cost of labor to repair or replace defective or damaged parts that were purchased from Jack-it, Inc. Any and all incidental or consequential damages, including the cost of freight, are expressly excluded from this warranty. Should a part purchased from and installed by Jack-it, Inc. fail under normal use, Jack-it will perform the reasonable and necessary labor to repair the part free of charge for a period of I year from date of original invoice. However, parts and accessories are warranted by the manufacturer, not Jack-it, Inc. If the manufacturer refuses to provide a warranty for the defective item for any reason, the customer is responsible to pay for replacement parts. This warranty does NOT cover repairs or replacements made necessary by reason of negligence, alteration, accident or any use for which the parts installed were not designed or intended. All instructions given by Jack-it, Inc. on customer invoice must be strictly complied with or this warranty is void.

To have warranty work performed on your vehicle, you must bring your vehicle together with the original copy of your Jack-it, Inc. invoice to Jack-it, Inc. located at ISI2 W. 3500 S. in West Valley City, Utah. Warranty is non-transferable and valid only for the customer whose name appears on the invoice/work order.

DISCLAIMER:

JACK-IT PROVIDES SERVICES AND PARTS "AS IS" AND JACK-IT DISCLAIMS AND EXCLUDES ANY AND ALL OTHER EXPRESS, IMPLIED, AND STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF GOOD TITLE, WARRANTIES AGAINST INFRINGEMENT, AND THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. JACK-IT DOES NOT WARRANT THAT THE PARTS SUPPLIED AND SERVICES PROVIDED WILL SATISFY THE CUSTOMER'S REQUIREMENTS OR THAT THE PARTS SUPPLIED AND WARRANTED BY THE APPLICABLE MANUFACTURER ARE FREE FROM DEFECT. THIS IS THE ONLY EXPRESS OR IMPLIED WARRANTY APPLICABLE TO JACK-IT, INC. VERBAL AGREEMENTS OR WARRANTY'S WILL NOT BE HONORED. JACK-IT, INC. DOES NOT ASSUME OR AUTHORIZE ANYONE TO ASSUME FOR IT ANY OTHER OBLIGATION OR LIABILITY IN CONNECTION WITH SAID LABOR, PARTS AND ACCESSORIES.

LIMITATION OF LIABILITY:

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, IN NO EVENT SHALL JACK-IT HAVE ANY LIABILITY TO THE CUSTOMER OR ANY OTHER THIRD PARTY FOR ANY LOST OPPORTUNITY OR PROFITS, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES ARISING OUT OF THIS AGREEMENT, UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY (INCLUDING NEGLIGENCE), WHETHER OR NOT THE SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

WARNING

AT YOUR EXPRESS REQUEST AND SPECIFIC INSTRUCTIONS YOUR VEHICLE HAS BEEN MODIFIED, WHICH MODIFICATION MAY ALTER ON ROAD AND OFF ROAD PERFORMANCE AND APPEARANCE. IF YOUR VEHICLE HAS BEEN LIFTED IT MAY NOW HAVE A HIGHER CENTER OF GRAVITY. THIS VEHICLE MAY HANDLE AND REACT DIFFERENTLY THAN OTHER PASSENGER CARS, BOTH ON AND OFF-ROAD. EXTREME CARE SHOULD BE TAKEN TO PREVENT VEHICLE ROLL-OVER OR LOSS OF CONTROL WHICH CAN RESULT IN SERIOUS INJURY OR DEATH. AVOID SUDDEN SHARP TURNS OR ABRUPT MANEUVERS. ALSO, IF YOU HAVE INSTALLED LARGER TIRES, BRAKING CAPABILITIES MAY BE REDUCED. TAKE THESE WARNINGS INTO CONSIDERATION WHEN DRIVING.

ASSUMPTION OF RISK:

CUSTOMER ACKNOWLEDGES THAT HE/SHE EXPRESSLY REQUESTED THAT JACK-IT MODIFY THE VEHICLE. CUSTOMER UNDERSTANDS AND ASSUMES ANY AND ALL RISK ASSOCIATED WITH THIS MODIFICATION, WHICH RISKS INCLUDE BUT ARE NOT LIMITED TO: ROLL-OVER, INJURY, DISMEMBERMENT OR DEATH.