

ONE YEAR LIMITED WARRANTY
OF MK 1 STUDIO, LLC

All Lifts, and other products, if any, released by MK 1Studio, LLC are certified free from defects in materials and workmanship to the original buyer. Under this warranty, MK 1 Studio, LLC, or an authorized agent will replace or repair products covered under this warranty for up to one year from the date of purchase for reason of defect in material or workmanship. Parts and labor are covered under this warranty, however, costs related to travel to and from work or repair site are not included as labor or otherwise under this warranty, and are the sole responsibility of the customer/buyer. Resale or other transfer of the product by buyer releases MK 1 Studio, LLC from this, and all other warranties, express or implied by law or otherwise.

Limitations of Liability

The foregoing warranty provides the exclusive remedies available to customer/buyer, in lieu of any other warranty express or implied by law or otherwise. Implied or statutory warranties of merchantability, fitness for a particular use or purpose, and fitness for ordinary purpose used or intended are excluded in favor of the explicit warranty provided above to the buyer by MK 1 Studio, LLC. This warranty is void for failures and defects arising from acts of god, including, but not limited to lightning, flood, earthquake, hurricane, or typhoon, and also void for failures and defects arising from outside forces beyond the control of MK 1 Studio, LLC, including but not limited to power surges and fluctuations, foreign objects becoming stuck in the lift or defects in the products attached to or used in connection with the products manufactured or sold by MK 1 Studio, LLC.

The only liabilities of MK 1 Studio, LLC, and the only remedies available to customer/buyer are those expressly stated herein for the replacement or repair of the product(s) for a period of one year, and in no event shall MK 1 Studio, LLC be liable for more than the original purchase price paid by the original buyer. At its option, MK 1 Studio, LLC may in its sole discretion elect to refund the buyers purchase price in lieu of replacement or repair of the product during the warranty period, and MK 1 Studio, LLC shall be entitled to the return of the allegedly defective product, should MK 1 Studio, LLC exercise this option.

MK 1 Studio, LLC shall not be liable for any direct, indirect, consequential or incidental damages resulting from defects in any equipment, product, or service, nor for injuries resulting from the use of the product, nor for any other injuries to any person or property, nor for failure of delivery in whole or in part by a third party delivery agent or company, nor for damage sustained to the product in shipping. MK 1 Studio, LLC shall not be liable for any technicians fees incurred doing warranty work if said technician is not factory trained and certified by MK 1 Studio, LLC.

This warranty and any claim or dispute brought by or against MK 1 Studio, LLC, and arising under this warranty, or from a warrantied product, or a resold product by MK 1 Studio, LLC shall be resolved pursuant to the laws of the State of Utah. In the event that a matter or claim proceeds to litigation, the customer/buyer accepts and agrees and submits to the jurisdiction of the Utah Third District Court for Salt Lake County, State of Utah, where the claim will be determined subject to rights of appeal in the State of Utah.

This warranty is wholly contingent upon the buyer's proper use of the product or equipment as intended by MK 1 Studio, LLC for its product(s). This warranty does not cover any product or equipment that has been modified or subjected to improper or abusive physical or electrical stresses including put not limited to foreign objects becoming stuck in the lift. Items that are resold by MK 1 Studio, LLC, but that are manufactured by a party other than MK 1 Studio, LLC, are not covered by the terms of this warranty, but rather are only warrantied to the same extent as warrantied by the actual manufacturer to MK 1 Studio, LLC, and customer/buyer agrees to hold MK 1 Studio, LLC harmless for any claim, or for any damages resulting from a product not manufactured, but resold by MK 1 Studio, LLC.

MK 1 Studio, LLC may elect in its sole discretion which remedy, or combination of remedies to provide in the event of a defect, and MK 1 Studio, LLC shall have a reasonable time after determining that a defective product exists to repair or replace, or refund the purchase price and re-take possession of the product(s). MK 1 Studio, LLC shall be entitled to re-take possession of the product(s) within a reasonable time, but shall not be obligated for storage or any similar costs pending re-taking possession, and MK 1 Studio, LLC shall also have the right to forgo re-taking possession of the product(s), should it choose to do so. In no event under this provision should a reasonable time be considered less than sixty (60) days. Replacement and/or repair will be manufactured from new and/or serviceable used parts. MK 1 Studio, LLC' s warranty with respect to repaired or replaced products shall continue only for the remainder of the warranty period from the date of the original purchase, or thirty (30) days from the date of shipment of a repaired or replaced product, whichever is longer.

Some States in the United States, and some other nations do not allow exclusion or limitation of incidental or consequential damages or injuries, so the limitations set forth above may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.
END OF WARRANTY