

LIMITED LIFETIME WARRANTY

I. LIMITED LIFETIME WARRANTY

A. Sole and Exclusive Purpose

The sole and exclusive purpose of the Limited Lifetime Warranty is to provide free adjustment, repair, or replacement of the Ram Jack steel pier during the Warranty period should the Ram Jack steel pier fail to perform as intended within the limitations and exclusions heron stated.

B. Failure to Perform

A pier fails to perform as intended when the foundation in the immediate area of The Work settles or moves downward after the completion of The Work.

C. Sole & Exclusive Remedy

The sole and exclusive remedy which Ram Jack is obligated to provide for pier failure is limited to repair, replacement or adjustment of the Ram Jack Steel Pier.

D. Limited Lifetime Warranty Period

The period of time in which the present owner possesses ownership of the property.

II. WARRANTY TRANSFER

A new Owner transfer fee of \$100 is required to transfer the Limited Lifetime Warranty along with a signed copy of the Warranty Transfer Document within 60 days of title transfer of property.

III. EXCLUSIONS OF THE LIMITED LIFETIME WARRANTY

A. Heave – Heave or upward Movement of the foundation due to soil expansion is excluded.

B. Settlement – Settlement of the Interior floor, slab or foundation is excluded except in the immediate area of The Work as described in Section I.E. “Failure to Perform”

C. Area of Responsibility – All areas outside the immediate area of The Work are excluded from this Warranty.

D. Consequential Damages – This Limited Lifetime Warranty does not include any repair which is the result of consequential damages, including damage to concrete, brick, mortar, sheetrock, wallpaper, paint, rigid materials or furnishings.

E. Catastrophic Events – The installation of Ram Jack piers will not prevent damages caused by Slope Failure, Soil Creep, earthquake, flood, seismic explosions or tomadoes. The Owner shall not hold Ram Jack responsible for direct damages or consequences of these damages should they occur.

IV. INCLUSIONS

The following are included as part of the Limited Lifetime Warranty by Specific Reference :

- Contract for The Work
- Limitations of The Work
- Engineer’s Specifications (when applicable)
- Limited Lifetime Warranty

THE WRITTEN TERMS OF THIS LIMITED LIFETIME WARRANTY, AS EXPRESSED ABOVE, REPRESENT THE ENTIRE WARRANTY OBLIGATION OF RAM JACK, NO OTHER AGREEMENTS, UNDERSTANDINGS, REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING: WARRANTIES OF MERCHANTABILITY OR WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, HAVE BEEN MADE OR ARE MADE BY RAM JACK.

IV. FINAL PAYMENT

The limited Lifetime Warranty becomes valid only upon receipt of final payment.

Owner

Site Address

Ram Jack of Oregon Representative

Date