

Van Centre Forklift & Industrial Repairs LTD.

Location: 209b-1546 Derwent Way, Delta, B.C.

Contact: customercare@vancentreforklift.com | 604-377-4782



WARRANTY

Effective Date: JAN /1 /2025

Applies To: All service work performed by Van-Centre Forklift & Industrial Repairs Ltd. ("VCF"), including any subcontractors hired, directed, or approved by VCF, for **all equipment serviced by VCF.**

Here is the **FULL, CLEAN, COMPLETE WARRANTY DOCUMENT** including **ALL** protections we developed:

- **Maximum enforceable (Level 1)**
- **Zero cascading liability**
- **Zero adjacent component liability**
- **Zero partial-repair liability**
- **Limited to invoice amount before tax**
- **Customer refusal clause**
- **Diagnostic refusal voids warranty**
- **Purpose/fairness disclaimer**
- **Investigation timeline up to 2 weeks**
- **Fact-based, unbiased assessments**
- **Master warranty supremacy clause**
- **Applies to ALL equipment & ALL subcontractors**

This is the strongest fully enforceable warranty you can legally run in British Columbia.



WARRANTY

****Van-Centre Forklift & Industrial Repairs Ltd.**

Equipment Service Warranty Policy (2025 Edition — Maximum Enforceable Version)**

Effective Date: [Insert Date]

Applies To: All service work performed by Van-Centre Forklift & Industrial Repairs Ltd. ("VCF"), including all subcontractors hired, directed, or approved by VCF, for all equipment serviced by VCF.

1. Warranty Coverage

VCF warrants that the specific service work performed will be free from defects in workmanship for 30 calendar days from the date the job is completed.

The warranty period is strictly based on calendar days, not hours of use.

Coverage applies ONLY to the exact component(s) explicitly listed on the invoice as repaired, replaced, or adjusted.

Maximum warranty coverage is limited to the original invoice amount BEFORE TAX and is one-time only.

This warranty does not extend to the equipment as a whole, only to the specific work performed.



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2. Payment Requirements

- The original invoice must be paid in full before any warranty work is performed.
- The 30-day warranty period does not pause, extend, or reset for late payment or downtime.
- Payment delays do not provide additional warranty time.

Example: Payment made 15 days after completion → 15 days remain.

3. What Is Not Covered (Strict Exclusions)

This warranty does NOT cover:

- Misuse, abuse, collision, impact, overloading, or improper operation
- Failures caused by poor maintenance, missed maintenance, or neglect
- Wear items, consumables, or expected deterioration
- Corrosion, seized components, rust, fatigue, or age-related failures
- Parts VCF did not explicitly repair or replace
- Problems found after recommended repairs were declined
- Damage caused by continued use after symptoms appear
- Any claim based on hours of operation rather than calendar days
- Any issue unrelated to the exact work performed
- Any situation involving unsafe, incomplete, or limited repair requests
- Any component temporarily moved for access but not repaired



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VCF technicians are the sole and final authority in determining warranty status.

4. Warranty Claim Requirements

To submit a claim, the Customer must:

1. Have the invoice paid in full
2. Report the issue within 30 calendar days
3. Contact VCF at 604-377-4782 or customercare@vancentreforklift.com
4. Provide the invoice number
5. Allow VCF technicians to inspect and diagnose the equipment

Approved warranty repairs are provided at no charge, up to limits in Section 8.

5. Diagnostic Time & Non-Warranty Billing

If the issue is not a warranty matter, the following rates apply:

- Labour: \$220/hr (billed in 15-minute increments)
- Travel/Call-Out: \$75
- Shop Supplies: \$30
- Fuel Surcharge: 3%

Diagnostic time is billed the same as labour.



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6. Master Warranty Supremacy Clause

This is the sole, exclusive, and controlling warranty for all work performed by VCF or its subcontractors.

It:

- Supersedes all verbal or written warranties, past or present
- Overrides all technician, subcontractor, dispatcher, or admin comments
- Cannot be altered except by written agreement signed by a VCF executive

In ANY dispute, THIS document is the only warranty that applies.

7. Limitations of Liability

VCF is not liable for:

- Equipment downtime
- Rental equipment costs
- Loss of use
- Lost productivity
- Loss of income or revenue
- Hardship caused by downtime
- Indirect, incidental, consequential, or punitive damages

This warranty covers workmanship only, not business interruption.



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8. Warranty Value Limit (Maximum Coverage)

Warranty coverage is limited to the original invoice amount BEFORE TAX.

- **Warranty is one-time only**
 - **Warranty cannot exceed the original repair value**
 - **Work requiring more than the original value is billed at standard rates**
 - **Limit applies to all labour, travel, parts, and subcontracted work**
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9. No Cascading, Connected, Adjacent, or System-Based Warranty

VCF warranty applies ONLY to the component(s) directly repaired.

It does NOT cover:

- **Adjacent or attached components**
- **Connected or associated parts**
- **Failures in the same system**
- **Parts removed or loosened during access**
- **Failures caused by vibration, stress, or normal operation of nearby components**



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- Any secondary or collateral failures

If VCF did not directly repair, adjust, or replace a part, it is NOT covered under any circumstance — even if physically touching or connected.

10. Partial Repairs, Seals, Packing & Subcomponent Limitations

If VCF performs a partial repair (e.g., replacing seals, O-rings, packing kits, gaskets):

****ONLY the specific replaced subcomponent is covered.**

The entire assembly is NOT covered.**

If the cylinder, ram, valve, pump, mast, gearbox, chain, or any assembly later fails:

- Rod bending
- Barrel cracking
- Gland splitting
- Thread failure
- Port cracking
- Internal scoring
- Fatigue or structural failure

These are not covered.

If VCF replaces a seal and the cylinder fails, ONLY the seal work is covered — up to the before-tax invoice amount.



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The cylinder itself is not covered.

11. Secondary or Resulting Damage Disclaimer

If a repaired item fails and causes damage to other parts:

****Only the originally repaired item is covered.**

No secondary, resulting, cascading, or collateral damage is covered.**

Examples:

- Seal fails → cylinder damages mast → mast not covered
 - Fitting replaced → nearby hose bursts → hose not covered
 - Part fails → fluid contamination occurs → system not covered
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12. Customer Responsibility / Warranty Void Conditions

Warranty is void if the Customer:

- Operates equipment after symptoms appear
- Refuses diagnostics
- Declines required non-warranty repairs



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- **Uses equipment outside manufacturer specifications**
- **Does not perform daily operator checks**
- **Allows unauthorized parties to perform work**
- **Installs non-VCF or incompatible parts**
- **Causes contamination, lack of lubrication, or fluid starvation**

13. Warranty Assessment Finality & Customer Refusal Policy

After inspection, VCF determines whether an issue is warranty, partial warranty, or non-warranty.

VCF's assessment is final.

Customer disagreement does not alter, expand, or continue warranty.

If the Customer refuses:

- **Diagnostics**
- **Disassembly**
- **Testing**
- **Non-warranty repairs required for safety**
- **Full-scope repair needed to restore function**

All warranty obligations for that job end immediately.



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14. Continued Use After Failure

If equipment continues to be operated after symptoms appear:

- Any resulting damage becomes non-warranty
- Warranty applies only to the original repair, and only to its before-tax invoice value

15. Investigation Timeline & Objectivity Policy

VCF may require additional time to gather information and complete a warranty assessment.

VCF may take up to two (2) weeks to complete an investigation.

During this time:

- No partial conclusions will be provided
- No preliminary statements will be issued
- Investigation cannot be rushed or interrupted

VCF's findings are:

- Unbiased
- Evidence-driven
- Based solely on documented facts

Customer opinions, assumptions, or verbal claims do not influence warranty determinations.



WARRANTY

16. Purpose of Warranty — Fairness & Equitable Treatment

The purpose of this warranty is to be fair, reasonable, and equitable to both the Customer and VCF.

VCF's intent is to:

1. Stand behind the workmanship we provide
2. Address genuine workmanship defects
3. Avoid unfair responsibility for pre-existing or unrelated failures
4. Maintain consistent standards across all customers
5. Make assessments based on objective facts, not assumptions

This warranty is not designed to shift responsibility unfairly in either direction.

17. Transferability

Warranty is non-transferable and applies only to:

- The original Customer
 - The specific job listed on the invoice
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WARRANTY

18. Governing Law

This Warranty is governed by the laws of British Columbia, Canada, with all disputes resolved exclusively in BC courts.

19. Acceptance

By approving work, issuing a PO, or accepting service from VCF, the Customer agrees to ALL terms in this Master Warranty Document.

Only VCF technicians may determine warranty status.

Van-Centre Forklift & Industrial Repairs Ltd.

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