



PETTIBONE TRAVERSE LIFT LIMITED WARRANTY CERTIFICATE

PETTIBONE TRAVERSE LIFT, L.L.C. ("Pettibone") warrants to the Original Buyer each new product sold by Pettibone, including each new telehandler, rough terrain forklift, Cary-Lift, Speed Swing, and attachments and accessories thereto ("Product"), to be free from defects in material and workmanship under normal use, maintenance and service, subject to the limitations defined below.

EXCEPT AS EXPRESSLY PROVIDED HEREIN, PETTIBONE DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY, WRITTEN OR ORAL, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. PETTIBONE SHALL IN NO EVENT BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, BUSINESS OR GOODWILL, LOSS OF USE OF THE PRODUCT OR OTHER EQUIPMENT OR ASSETS, AND LOSS RESULTING FROM UNUSABLE PRODUCTS OR PRODUCT DOWNTIME(EXCEPT TO THE EXTENT SUCH DAMAGES MAY NOT BE DISCLAIMED UNDER APPLICABLE LAW).

Remedies available to any person claiming under this warranty are exclusive and expressly limited to obtaining the parts and the labor, where applicable, in accordance with terms of this warranty.

Pettibone liability for losses, damages or expenses of any kind arising from the design, manufacture or sale of the product covered by this warranty, whether based on warranty, negligence, contract, tort or otherwise, is limited to an amount not exceeding the cost of correcting the defects as herein provided, and, at the expiration of the applicable warranty period, all such liability shall terminate.

Who can exercise the Warranty

"Dealers" purchase Product for the purpose of re-sale to Original Buyer.

"Original Buyers" place Product into service. They operate the Product. Typically, the Original Buyer is the customer of the Dealer.

Dealers that rent Product to third parties, or accumulate more than 200 machine hours, have placed that Product in service. Therefore, the Dealer is considered the Original Buyer, the Warranty period begins, and the Product is considered not-new.

For new Product, this Warranty is transferable from Dealer to Original Buyer at no charge. For not-new Product, the balance of Warranty is one-time transferable at no charge from Dealer.

The Dealer and Original Buyer accept this warranty and the limitations and disclaimers set forth herein as part of the purchase of the Product to which this warranty applies.

When Warranty begins

Warranty begins the earliest date of

- a) 6 Months from the ship date from Pettibone to the Dealer, or



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- b) Dealer Invoice Date to Original Buyer, or
- c) Start of use by Dealer (such as use in rental fleet and/or accumulating more than 200 machine hours). If documentation is not available then Pettibone will calculate a Warranty start date.

What the Warranty Period of Coverage is

Item	Duration	Machine Hours
Major Structure	3 year	unlimited
Major Hydraulic & Powertrain	2 year	unlimited
Other Parts	1 year	unlimited
Service & Replacement Parts	6 months	1,000 hours

What the Warranty covers and does not cover

Major Structure

Major structure means structure components that support and/or react the primary working loads of the Product. Major structure components includes: Booms, Primary Frames, Sub Frames, and Cab Structures.

Major Hydraulic & Powertrain

Major Hydraulic & Powertrain means major components that generate, control, or transfer hydraulic force or electric force associated with the primary purpose and function of the Product.

Major hydraulic & powertrain components include electric motors, electric/hydraulic motors, hydraulic pumps, hydraulic valves, electric/hydraulic swing drives, hydraulic pump drives, electric slip-ring, hydraulic rotary manifold (collector/swivel), and hydraulic cylinders.

Other Parts

Other parts are parts that are not Major Structure nor Major Hydraulic & Powertrain.

Items Not Covered

Pettibone Warranty does not cover:

General Exclusions

- a) Damage or deterioration due to normal use, wear, tear, exposure, storage or corrosion.
- b) Normal maintenance service, including replacement of filters, oil, seals and the like.
- c) Damage or deterioration due to failure to maintain or use the Product or part according to manuals, schedules or good practice.
- d) Damage caused by abuse of equipment or parts by overloading, misapplication, improper operation or use, installation of unapproved accessories or unauthorized alterations.
- e) Damage resulting from repairs made in an unauthorized manner or installation of components or alterations not authorized by Pettibone.



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- f) The labor to remove and reinstall a defective replacement part after the expiration of the warranty period applicable to the Product in which the part is located.
- g) Overtime labor premiums.
- h) Transportation of the Product to the Dealer's service facility or transportation of the Dealer's service staff to the product's location.
- i) Rental expense for replacement equipment nor customer business loss.
- j) Supplier components not manufactured by Pettibone, such as engines, transmissions, axles and components, tires, batteries or other parts normally warranted and serviced by the original manufacturer. The warranty of the original manufacturer shall apply.
- k) Attachments not manufactured by Pettibone. The warranty of the original manufacturer shall apply. Attachments manufacture by Pettibone covered by separate Attachments Warranty certificate.

Other Parts Exclusions:

- l) Minor adjustments such as leaks, loose fittings, loose hardware, loose connections, recalibrations, and machine settings.
- m) Wear items and consumables such as: oil, fluids, filters, tires, and seals.

Major Hydraulic & Powertrain Exclusions

- n) All seals in major hydraulic components, hydraulic hoses/tubes, wire harnesses, electric/hydraulic connectors.

Major Structure Exclusions

- o) Secondary structures which include, but not limited to shrouding, doors, access panels, walkways, attachments, windows, and fasteners.
- p) Structural wear items such as bearings, bushings, and pins.

Reimbursement Limitations

Pettibone maintains a service policy with Dealers. The service policy is subject to change at any time. Potential claims requiring part values in excess of Pettibone service policy require Work Authorization. Troubleshooting and Diagnostic time in excess of Pettibone service policy require Authorization prior to filing a warranty claim. Work Authorization does not imply an acceptance nor approval of a future filed claim. Lack of Work Authorization is grounds for partial or full claim denial. Labor reimbursement on warranty claims may be limited by Pettibone service policy (e.g. duration, hourly rate). Pettibone reserves the right to deny claims if Pettibone is not made aware of the discrepancy prior to the completion of work.

Service Notices

Service Letters, Service Bulletins, Service Advisories, and Safety Advisories may be issued by Pettibone. In some circumstances, parts and labor may be allowed. Reimbursement and time for



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completion may vary and will be honored in accordance with the specific service notice and Pettibone policy.

What Pettibone will do to correct problems

Pettibone will cause any covered component that proves during the Warranty Period to be defective in material or workmanship under normal use to be replaced without charge with a new or repaired part, at Pettibone's option.

Pettibone will cause the labor to remove any such defective part and to install the new or repaired part to be provided without charge to the owner of said Pettibone product. The parts and labor to meet this warranty will be furnished by an authorized Pettibone Dealer.

How to get service

Warranty parts & service and filing of claims must be provided through an authorized Pettibone Dealer.

What must be done to keep the Warranty in effect

1. Provide Pettibone with Warranty Registration within 90 days of Buyer taking possession of the Product.
2. Maintain the Product in accordance with the regular maintenance requirements defined in the Service/Operators Manual.
3. Proof of any defect must be submitted to Pettibone within ten (10) days from the date on which the defect was discovered
4. Submit claims no later than thirty (30) days after repair work is completed.
5. Fully comply with data and part return requests.
6. Obtain written authorization from Pettibone for any modification to the Product to render the Product suitable for a purpose other than for which it was originally designed.