



NEW LIFT TRUCK

WARRANTY AND LIMITATIONS OF LIABILITY

COVERAGE PROVIDED:

Manitou Americas, Inc. (Manitou) warrants every part of the lift trucks manufactured by it to be free under normal use and service from defects in material and workmanship. This warranty extends to the original retail purchaser only and shall continue for a period of 1 year (or 2000 hrs.) whichever occurs first on all components from the date of sale to the first retail purchaser or date of original use, whichever is earlier. Any such parts proving to be thus defective within the warranty period may be, at the option of Manitou, either repaired or replaced. If required by Manitou, defective parts are to be returned to the Manitou factory, and provided further that written notice of such defects shall be given to Manitou at the address shown below within 30 days of discovery of such defects.

The obligation of Manitou to the purchaser under this warranty is limited to the repair or replacement of defective parts, which will be made free of charge for both parts and labor, using Manitou service parts. Repair or replacement in accordance with this warranty shall constitute fulfillment of all liabilities of Manitou and the selling dealer.

Repairs or replacements will be performed by the selling dealer following delivery of the truck by the purchaser to the selling dealer's place of business. If the purchaser has moved a long distance from the selling dealer, any authorized Manitou dealer will perform the repairs at its dealership.

WHAT IS NOT COVERED BY THE WARRANTY:

1. Manitou makes no warranty what-so-ever with respect to tires and tubes.
2. Parts not manufactured by Manitou are not covered by this warranty and any warranty on such parts is limited to that extended by the original equipment manufacturer of such parts.
3. This warranty shall not apply:
 - a. If the truck has been subject to misapplication, abuse, misuse, negligence, fire or other accident;
 - b. If parts not made or supplied by Manitou have been used in connection with the truck, if in the sole judgment of Manitou such use affects its performance, stability or reliability;
 - c. If the truck has been altered or repaired outside of a Manitou dealership in a manner which, in the sole judgment of Manitou, affects its performance, stability or reliability;
 - d. To incidental charges such as towing, travel time, delivery charges, hydraulic oil, lubricants, fuel or anti-freeze;
 - e. To normal maintenance services (such as tune-ups, fuel system cleaning and wheel, brake and clutch adjustments), to normal replacement of service items (such as filters, spark plugs, brake or clutch linings), or to normal deterioration due to use or exposure (such as belts and exterior finish);
 - f. Unless all safety devices and guards provided with the equipment are properly installed and used in this operation and unless there is compliance with all operating procedures and maintenance instructions as set forth in the instructional and operating manuals furnished by the Company;
 - g. To any truck if its serial number has been altered, defaced or removed, or if payment for the lift truck is in default.

DISCLAIMER OF IMPLIED WARRANTIES & CONSEQUENTIAL DAMAGES:

THERE ARE NO EXPRESSED WARRANTIES COVERING THE LIFT TRUCKS MANUFACTURED BY MANITOU OTHER THAN AS SET FORTH ABOVE, AND THE ABOVE WRITTEN WARRANTY IS IN LIEU OF ANY IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. In no event shall Manitou be liable for special, incidental or consequential damages or claims therefor, including (but not limited to) damages or claims due to lost profits, lost time, transportation, personal injury, property damage or other expenses whether or not resulting directly or indirectly from claimed defects covered by the above written warranty. Neither Manitou nor its authorized dealers shall have any responsibility for loss of use of the lift truck, loss of time, inconvenience, commercial loss or consequential damages. No person is authorized to make on behalf of Manitou any representations beyond those expressed herein.

RIGHT TO MAKE DESIGN CHANGES:

Manitou Americas, Inc. reserves the right to make changes in the design and other changes in its products at any time and from time to time without notice and without incurring any obligation with respect to any product previously ordered from it, sold or shipped by it.

This agreement has been prepared in multiple languages, including but not limited to, English, Spanish, and French (Canada). In the event of any inconsistency, the English version shall apply and be binding upon the parties.

All notices, demands, claims or other communications with respect to this written warranty must be addressed to:

Manitou Americas, Inc., one Gehl way, P.O. Box 179, West Bent WI 53095
Phone: 262-334-9461 ~ Fax: 262-338-7517