Chrisman Manufacturing Inc.

Navigator Truck - Mounted Forklifts 7399 Beatline Road Long Beach, MS 39560



11/19/14

Navigator Dealer/Service Center: Important Warranty Information

Warranty Department;

Navigator prides itself on delivering a well built, low maintenance machine. Our technicians put every Navigator through a thorough inspection process prior to delivery. It is important that our dealers also perform pre-delivery inspections in order to insure the end user receives a machine free of defect. An outline of a pre-delivery inspection is available from Navigator.

Navigator makes every effort to pay warranty related claims in a fair and timely manner. However, we have received many warranty claims that do not meet the criteria for payment. For the most part, Navigator has paid these claims. As of the date of this letter, Navigator will no longer pay any claims that are not properly submitted.

Some of the most common problems are as follows:

- 1. The defective part(s) must be returned to Navigator within (10) working days.
- 2. The warranty claim must be submitted within (30) days.
- 3. ALL information must be completed on the warranty claim form.
- 4. The claim form must be legible.
- 5. Do not claim maintenance or adjustment items.
- 6. Included a detailed description of work preformed.

It is a good idea to call Navigator for verification that the parts and or warranty claim has been received. The most recent revision of the warranty claim form is available at www.navigatorforklift.com or by calling Navigator. You may also call to request a copy of Navigator's warranty policies and procedures.

Also, some claims have been submitted that indicate damage that is likely due to improper mounting or misuse. On these type claims, it is necessary for the service center to perform a minimum level of investigation. Improper mounting can damage the forklift. Any claim due to improper mounting or misuse of any kind will be denied.

Please contact Navigator regarding any questions or concerns you may have. Thank you for taking time to consider these matters.

Mark R. Chrisman

Chrisman Manufacturing, Inc.

Navigator Forklifts

excluding freight, towing charges, or any other travel expense, at an authorized Navigator service center located within the United States of America. All defective parts must be returned All of the following components; mast, frame, chassis, body, roll cage, rear-wheel caster, drive pump, control pump, wheel motors, and hydraulic oil-cooler, are covered against material alterations or modifications not recommended or approved in writing by Chrisman Manufacturing, Inc., (vii) wear and deterioration occasioned by the use of the equipment, and/or (viii) Chrisman Manufacturing, Inc., USA, 7399 Beatline Road, Long Beach, Mississippi, warrants for a period of (12) twelve months from the date of initial purchase that each Navigator forklift Repair or replacement as required as the result of (I) accident, (ii) misuse or neglect, (iii) lack of reasonable and proper maintenance, (iv) repairs improperly performed or replacements or workmanship defect for the remaining twelve months of the warranty period. Any defect shall be remedied using new or remanufactured parts without charge for parts or labor, but Any material or workmanship found to be defective by Chrisman Manufacturing, Inc. within the first (12) twelve months of the warranty term shall be remedied using new or remanufactured parts without charge for parts or labor, but excluding freight, towing charges, or any other travel expense, at an authorized Navigator service center located within the improperly installed, (v) use of replacement parts or accessories not conforming to Chrisman Manufacturing, Inc. specifications which adversely affect performance or durability, (vi) Any Navigator forklift which has been attached to a truck mount which is not approved by Chrisman Manufacturing, Inc. or has been attached to an approved mount in an improper shall be free, under normal use and maintenance, from any defect in material or workmanship subject to the following conditions, exclusions, obligations, and limitations: OWNER'S OBLIGATION. The following obligations must be fulfilled by the owner to maintain the validity of the Chrisman Manufacturing, Inc. warranty: Chrisman Manufacturing, Inc. must approve all replacement or maintenance parts or fluids. Use of unapproved parts or fluids voids the warranty. Any Navigator forklift used to carry loads in excess of the maximum load capacity or outside the load center specified for that particular forklift. United States of America. All defective parts must be returned within 30 days of repair to Chrisman Manufacturing, Inc. Any Navigator forklift which has been modified without prior approval from Chrisman Manufacturing, Inc. Chrisman Manufacturing, Inc. EXCLUSIONS. The following are specifically excluded from the terms and provisions of this warranty: Owner must submit the Warranty Card to the manufacturer within (10) ten days of initial purchase. Limited Warranty Navigator Forklift Use of improper parts or service, not approved through Chrisman Manufacturing, Inc. LIMITATIONS. This warranty shall not apply to or include any of the following: Routine maintenance services or adjustments. improper use or mounting of the equipment. to Chrisman Manufacturing, Inc. LIMITED LIABILITY. COVERAGE (a) 9 © @ (a) (P) (P) (a) 9 (a) (a)

Navigator service center at it's place of business and during it's normal business hours. This warranty does not cover inconvenience or loss of use of the equipment, or transportation of the equipment to or from the Navigator service center. CHRISMAN MANUFACTURING, INC. SHALL NOT BE LIABLE FOR ANY OTHER EXPENSE, LOSS OR DAMAGE, The liability of Chrisman Manufacturing, Inc. under the (12) twelve months warranty is limited solely to the remedying of defects in materials or workmanship by an authorized WHETHER DIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY ARISING IN CONNECTION WITH THE SALE OR USE OF OR INABILITY TO USE THE EQUIPMENT FOR ANY PURPOSE.

NO EXPRESS WARRANTY IS GIVEN BY CHRISMAN MANUFACTUIRNG, INC. EXCEPT AS SPECIFICALLY SET FORTH HEREIN. ANY WARRANTY IMPLIED BY LAW, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IS EXPRESSLY LIMITED TO THE TWELVE (12) MONTH WARRANTY TERMS SET FORTH HEREIN. THE FOREGOING STATEMENTS OF WARRANTY ARE EXCLUSIVE AND IN LEU OF ALL OTHER REMEDIES. **e**

(C) No dealer is authorized to amend or alter this warranty.

Warranty and Limitations of Liability:

 STATEMENT OF WARRANTY, LIMITATIONS OF LIABILITY AND PURCHASER'S WARRANTY CLAIM PROCEDURE.

Thank you for purchasing a Navigator truck mounted forklift. This document describes (in Sections 1, 2, and 3) the warranty applicable to the Navigator truck mounted forklift. Under this warranty Navigator warrants the parts and components of the Equipment which are manufactured or supplied by Navigator to be free (under normal maintenance, use and service conditions) from defects in material and workmanship. Exceptions to this are as follows:

- Navigator frame, mast & slide carriage carries a full five (5) year chassis warranty.
- Any parts, components or conditions excluded in Sections 2 & 3.
- Parts and components supplied but not manufactured by Navigator, if the component supplier, through testing and examination, finds evidence of abuse, misuse, contamination or improper service of the component. Examples of components supplied by Navigator but manufactured by others include: engines, hydraulic pumps, wheel motors and cylinders.

Navigator warranty extends only to the first retail purchaser and cannot be assigned to or enforced by any other person. While in the ownership of the original purchaser, the Equipment shall be used exclusively by such Purchaser and by no other person or entity. Therefore, there shall be no third party beneficiary to the warranty contained herein. Purchaser, as defined herein, also includes a distributor or other Seller who purchases equipment for their own use instead of for resale.

"Distributor" or "Seller" for the purposes of this document shall mean Navigator or any business or person that purchases equipment from Navigator for retail sale to a Purchaser.

The warranty is limited to defects in material and workmanship that occur within the first 1,000 Hours or twelve (12) months of operation or whichever occurs first.

- The date of invoice to the Purchaser or,
- The date of first use by the Purchaser.

The obligation of Navigator under this warranty is limited to repair or replacement (at Navigator's option) of defective parts or components. Repair or replacement will be made free of charge for both parts and labor.

Correction of defects, in the manner and for the period of time provided above, shall constitute fulfillment of all liabilities of Navigator to Purchaser, whether based on negligence or otherwise, with respect to or arising out of such Equipment. Navigator's obligation under this warranty shall not include any transportation charges or any liability for direct, indirect or consequential damages or delay. Any improper use, operation beyond capacity, substitution of parts not approved by Navigator, or any alteration or repair by others in such manner as in Navigator judgment affects the product materially and adversely shall void this warranty. The remedies set forth herein are exclusive, and the liability of Navigator whether in contract, in tort, under any warranty, or otherwise, shall not, except as expressly

provided herein, exceed the price of the Equipment on which the liability is based.

This Warranty IS EXPRESSLY IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXCEPT AS EXPRESSLY SET FORTH HEREIN, NAVIGATOR MAKES NO REPRESENTATION OR WARRANTY, STATUTORY, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT OR THE PARTS OR COMPONENTS MANUFACTURED AND/OR SUPPLIED BY NAVIGATOR, WHETHER AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER MATTER. IN NO EVENT, INCLUDING IN THE CASE OF ANY CLAIM OF NEGLIGENCE, SHALL NAVIGATOR BE LIABLE FOR INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIONAL DAMAGES OF ANY TYPE, NOR SHALL NAVIGATOR BE LIABLE FOR ANY AMOUNT EXCEEDING THE PURCHASE PRICE OF THE WARRANTED PRODUCT, PART OR COMPONENT.

Purchaser assumes all risk and liability resulting from the use of the Equipment, whether used singly or in combination with other goods or equipment. Neither Navigator nor the Distributor assumes, nor is any Seller or any other person authorized to assume for Navigator, any other liability in connection with the sale or use of the equipment, and there are no oral agreements or warranties collateral to or affecting the sale of the Equipment. NO PERSON IS AUTHORIZED TO MAKE, ON BEHALF OF NAVIGATOR, ANY REPRESENTIATIONS OR WARRANTY BEYOND THOSE EXPRESSED HEREIN.

If any warranted parts or components prove to be defective within the warranty period, contact any authorized Navigator Distributor or Chrisman Mfg. Inc. Depending upon the nature of the defect, the Distributor or Navigator will (at Navigator option) either repair or replace the defective component itself, or forward it to the Navigator factory for repair or replacement.

If the Equipment is taken to other than an authorized Navigator distributor, Purchaser should contact Chrisman Mfg. Inc. prior to repairs. Chrisman Mfg. Inc. will advise if the requested service facility, including Purchaser's, is qualified to perform the repairs. For a list of Authorized Navigator Distributors and their locations call (228) 864-6293.

Purchaser, or Purchaser's equipment service facility, must provide satisfactory documentary evidence, upon request, that all applicable maintenance requirements have been met during the entire warranty period.

No warranty will be honored unless Navigator has received a written Warranty Claim report describing the defect within thirty days of discovery of such defect. If a Warranty Claim Report is not received within thirty days of discovery of such defect, any warranty claim shall be considered waived by the Purchaser.

Warranty Parts are F.O.B. continental United States

2. WHAT IS NOT COVERED BY THE WARRANTY

In addition to limitations of this Warranty which are described above, Navigator expressly excludes from warranty coverage the following:

- Periodic maintenance, adjustments or checked required by Navigator procedures or commonly performed on forklifts including replacement of normal service items such as filters or chain components.
- Any damage or malfunction due to improper maintenance, repairs (including warranty repairs) performed by a service facility that is not a Navigator distributor and is found by Navigator in its sole determination not to be competent in the maintenance or repair of Navigator Equipment. This may include Purchaser's service facilities.
- Any component if fuel, oil subricant or coolant samples reveal the presence of foreign contaminants, additives, starting fluid or use of other than Manufacture's specified fuel, oil or lubricant.
- Tires and tire sealant materials. Tire manufacturers may have their separate warranties.
- Batteries, fuses, light bulbs or LED'S. Battery manufacturers may have their separate warranties.
- Normal deterioration or degradation of appearance du to use or exposure on items such as rubber components and exterior finish.
- Purchaser's towing or travel time costs or cost of rental unit or loaner unit.
- Cleaning of the unit in preparation for service- such as, pressure washing or degreasing.
- Purchaser's loss or misplacement of any components of the unit or mounting system.
- Any Equipment or truck, tractor or trailer ("Transport Vehicle") damage or malfunction alleged to have been caused by the Equipment mounting system or transporting of the Equipment if in Navigator sole judgment, any one of the following has occurred:
- > The Equipment was mounted on the Transport Vehicle using a mounting system other than a Navigator supplied mounting system.
- Procedures, specifications and practices contained in Navigator mounting system installation procedures were not followed in the installation of the mounting system on the Transport Vehicle.
- There were deviations from the Navigator supplied mounting system and installation instructions in either the installation of the mounting system on the Transport Vehicle or the mounting of the Equipment on the Transport Vehicle, and these deviations were not approved and documented by Navigator.
- The mounting system was installed on the Transport Vehicle by untrained or unqualified personnel or the welding from such installation was performed by person(s) not possessing a current welding qualification certification from a recognized institution.
- ➤ The Transport Vehicle was of insufficient capacity, size, or rating, or if required counter weight, axles, or other required modifications to properly transport the Equipment were not made on the Transport Vehicle.
- > There is evidence that the Transport Vehicle was over loaded, abused, or otherwise improperly or illegally operated.

Correction or other resolution of any charge or finding of non-compliance with Federal, State or Local laws or regulations governing the use of the Transport Vehicle carrying the Equipment.

THIS WARRANTY DOES NOT APPLY:

If the Equipment, part or component has been damaged by accident, abuse, misuse, misapplication, neglect or failure to properly service and maintain (as administered by Navigator or and authorized Distributor, or other repair station or Customer owned

- service facility), or as a result of service, disassembly or modification without Navigator's expressed authorization.
- If the, Equipment is rented or loaned by the purchaser to other parties. The only exception to this Equipment purchased by distributors or other sellers for use in a bona fide equipment rental fleet.
- If the Equipment, part or component continues to be operated after an obvious problem has been identified.
- If service or repair work has not been performed in compliance with Navigator's operation procedures and maintenance instructions.
- If parts not made or supplied by Navigator have been used in connection with the Equipment, if in the sole judgment of Navigator, such use affects the Equipment's performance, stability, or reliability.
- If the equipment has been altered or repaired in a manner that, in the judgment of Navigator, affects its performance, stability, or reliability.
- If any safety devices or guards provided with the Equipment are not properly installed and in operation.
- If there is or has been non-compliance with applicable laws governing the ownership, use and transport of the equipment.
- If any equipment or component serial number has been altered, defaced or removed.
- If payment for the equipment or any service actions are in default from any party to Navigator.
- If the Equipment Delivery Report and Warranty Registration are not properly completed, signed by the Purchaser and the Seller's representative, with the post card copy returned to and on file at Navigator.

3. General Provisions

All notices, demands, claims or other communications with respect to this written warranty must be addressed to Chrisman Mfg. Inc. 7399 Beatline Road, Long Beach, MS 39560. Attn. Warranty Department.

This warranty shall be interpreted and governed by the laws of the State of Mississippi.

RIGHT TO MAKE DESIGN CHANGES

Navigator reserves the right to make changes in the design and other changes in the equipment at any time without notice or incurring any obligation with respect to any of the Equipment previously ordered, sold or shipped.

The use of any model during the negotiations leading to the sale of the Equipment serves merely to indicate the type of goods that will be tendered to the Purchaser. Use of such models creates no warranty that the goods ultimately purchased shall conform to the model used.

Navigator Manufacturing Inc. reserves the right to make changes to this warranty without prior notice.



10-21-14

Warranty Claims Policies and Procedures

- 1. Use the Navigator warranty claim form.
- 2. The claim form must be typed, completed in full, and shipped with all failed parts within 30 days of the completed repairs.
- 3. Labor is paid on a flat rate @ \$85.00/hour as shown on the "standard hourly rates" form.
- 4. Parts accepted on warranty claims will be reimbursed @ Purchased price from factory (Chrisman Mfg.). If not purchased through Navigator (Chrisman Mfg.) your claim may be denied.
- 5. Navigator must approve any outside repairs in advance. Failure to abide by this policy may result in rejection of claim. All outside repairs must be accompanied by a receipt for consideration of payment.
- 6. Navigator will pay standard UPS GROUND charges for replacement parts. Any upgrade in shipping will not be paid.
- 7. All parts claimed on a warranty must be returned to Navigator freight prepaid for warranty consideration. All parts must be clearly marked with the model, serial number and warranty claim number for consideration. A copy of the claim must also be enclosed in the parts package.
- 8. Navigator has the right to verify any warranty claim with the customer before processing reimbursement.
- 9. Navigator will not reimburse costs associated with rental units, freight, or transportation costs.
- 10. Use the warranty claim form for parts only repairs.
- 11. All mileage claims must be pre-approved by Navigator.
- 12. In order to be considered for approval for any claim that is not explained in this policy form, or that is not included in "standard hourly rate" form, a completed claim form must be submitted by fax or mail. The form will then be processed and returned in a timely manner.

Non-Warrantable Items

The following items are considered consumable and will not be given warranty consideration on any new are used Navigator forklift.

- Injector nozzle and tips
- Belts
- All fluids and Lubricants
- Filters
- Loose screws, bolts, fitting, etc.
- Tires and tubes
- Bulbs
- Fuses
- Any and all types of adjustments

Also, no warranty claim will be considered if the machine was damaged due to misuse, improper maintenance, or accident.

Warranty Claim Mileage Chart

Less than 10 miles = 0.2 hours

11-20 miles = 0.5 hours

21-30 miles = 0.8 hours

31-40 miles = 1.2 hours

41-50 miles = 1.5 hours

51-60 miles = 1.8 hours

over 60 miles = 2.0 hours

All mileage claims must be approved prior to travel and customer contact information must be provided for verification.

Standard Hourly Rates \$55.00/Hour

HYDRAULICS HOSES:
Wheel Motor: front 1 Rear ½
Stabilizer Cylinders: 1
Extension Cylinders: 1
Tilt Cylinders: 1
Lift Cylinders: 1
Steering Cylinder: 1
Side Shift Cylinder: 1
Traction Block: ½
Safety Block: ½
Orbitral: 1 ½
Parking Brake: 1
CYLINDERS: Replace Repair
Steering: 1 2

Chrisman Manufacturing, Inc. 7399 Beatline Road Gulfport, Ms 39466 228-864-6293

228-864-1381 fax
Extend: 1 2
A
TO 1
<u>Tilt:</u> 1 2
Stabilizer: 1 2
Lift (single) 1 2
Side Shift 1 2
Wheel Motor Replacement:
Front: 1 Rear: 2
Tiont. 1 Rout. 2
Mast & Slide Carriage:
Lift Carriage Replacement (2 Stage): 2 Bearings: 2 Guide Blocks: 1
Lift Carriage Replacement (1 Stage): 1 Bearings: 1 Guide Blocks: 1
Forks: ½ Fork Lock Pins: ½
Mart Bardanawa 2 2 2 2 2
Mast Replacement: 2 Inner: 3 Outer: 3
Tilt Pins: 2 Chain: ½ ea. Chain Anchor Bolts: 1 Chain Roller: 1
Slide Carriage Replacement: 2 Guide Blocks: 1 Bearings: 2
Hydraulic Pumps:
Drive Pump: Replace: 3 hrs Seals: call Control Arm: ½
Gear Pump: Replace: 1 Seals: call

Bell Housing: 3 Flex Plate: 3 Drive Gear: 3

Rear Caster:

Caster: 2 Wheel: 1 All-Wheel: 3

Bearings: 1 Cylinder: 1 Linkage: 1

Engine Attachments:

Engine Mount: RT-4000: 1 All-wheel: 1

Radiator Mount: 1 Radiator Bracket: 2

Radiator Replacement: 2 Wheel: 2 RT-5500 - RT-6500: 2½

Muffler Assembly: 1 hr.

Electrical:

Light: ½

Key Switch: 1

Wiring Harness: 2 Wheel: 2 All-wheel: 3

Gauge: 1/2

Plug Receptacle: ½

Battery: ½ Cable: ½

Backup Alarm: ½

Horn: ½

Switches: Brake: 1 Light: ½

Body & Miscellaneous:

Foot Platform RT-5500 – RT-6500 3 Foot Platform RT-4000: 1

Body: 4

Hood: 1 Hood Latch: ½

Hydraulic Tank: 2

Fuel Tank: 1

Tire: 1 Rim: 1 ½

Stabilizer Leg: ½ Stabilizer Leg Pin: ½

Seat: 1½ Seatbelt: ½

Hose Bracket: ½

Controls:

Directional Pedal/Control Handle: ½ Directional Cable: 1 Bracket: 1

Throttle Pedal: ½ Throttle Cable: 1 Throttle Bracket: 1



Warranty Claim

Date Of Failure:

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This claim is subject to rejection. This claim must be submitted for approval before any warranty related work is done. No credit will be issued unless this form is properly completed and submitted. If this form cannot be submitted prior to the repair, verbal approval must be obtained by calling the Navigator factory. A form should then be completed according to the agreement and faxed for approval.

	Model Number		Serial Number					
***************************************	Dealer Name	Hours o	n Machine	In Service Date	: Relo	Related Invoice #'s		
Address 1			Customer Name					
	Contact Phone Number		***************************************	Ac	ddress			
QTY.	Part Number	Par	t Desc	ription		Unit Price		
****Pro	vide Invoice Numbers for po	arts purchased through C	hrisman N	lfg.****		I		
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					Total	r Use Onl		
					roved			
Total			Disapproved					
	anation Of Misc. C	harges (for consi	deratio	n only)				
						vigator sentative		
scribe	Complaint, Cause	and Corrective	ction:					
				······				

Sign: Dealer Representative

Chrisman Manufacturing, Inc. 7399 Beatline Rd., Long Beach, MS 39560 228-864-6293(phone) 228-864-1381(fax)