



Tadano Mantis Corporation - New Product Warranty

Tadano Mantis Corporation (hereinafter referred to as the “Manufacturer”) warrants to the original Buyer that all new Mantis products will be free from defects in material and workmanship for a period of twelve (12) months or 2000 operating hours (whichever comes first, except as agreed in writing by Buyer and “Manufacturer”) from seven (7) days after the date of shipment from the factory. “Manufacturer's” obligation and liability under this warranty is limited to the replacement, F.O.B. the factory or at such other place designated by “Manufacturer”, of any part proving defective under normal use and service. This warranty does not apply if the parts or equipment have been subjected to misuse, neglect, or careless handling. This warranty also does not apply unless Buyer has complied with all of the procedures in connection with any inspections required of Buyer. “Manufacturer” is not responsible for any damages incurred by any operation beyond rated capacity or by improper use or application of the product, or by the substitution of parts, or by alterations made which have not been approved by “Manufacturer”. “Manufacturer” makes no warranty on electrical equipment, engine, pumps, or any other components manufactured by another manufacturer, all such warranties are made by the original manufacturer; but “Manufacturer” will assign Buyer “Manufacturer’s” rights under such warranty. “Manufacturer” shall not be liable for direct, indirect, or consequential damages or delay resulting from the defect. The foregoing warranty and the obligations and liabilities of “Manufacturer” there under are in lieu of all other guaranties, warranties, conditions or liabilities, expressed or implied. **THERE IS NO OTHER WARRANTY OR REPRESENTATION OF ANY KIND EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND NONE SHALL BE IMPLIED BY LAW.** Final determination of the suitability of the goods for the uses contemplated by the Buyer is the sole responsibility of the Buyer, and “Manufacturer” shall in no way be responsible for the suitability of the goods for any particular end use.

TADANO MANTIS CORPORATION

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