



ELLIOTT EQUIPMENT COMPANY

WARRANTY

Subject to the terms and conditions of this warranty, Elliott Equipment Company ("Elliott") hereby warrants all equipment manufactured by Elliott ("Equipment") to be free from defects in material and workmanship for a period of one year. There are no express or implied warranties, including the warranty of merchantability and fitness for a particular purpose, covering component parts or accessories manufactured or modifications made by someone other than Elliott.

All Equipment shall have a limited one-year warranty ("one-year warranty"), effective from the date that the Equipment is shipped from Elliott and subject to the terms and conditions contained herein. Elliott's sole obligation under the one-year warranty shall be the replacement of the defective part(s), but specifically excludes paint. This one-year warranty is limited to the original purchaser of equipment from Elliott or from an authorized Elliott distributor only and is not transferable to any other person or entity.

In addition to the one-year warranty, the following structural components shall have a lifetime parts-only warranty from the date of shipment from Elliott: Subframe, Turrets and Structural Components of all steel booms ("lifetime warranty"). Elliott's sole obligation under the lifetime warranty is replacement of the defective part(s), but specifically excluding any labor or other costs incurred. This lifetime warranty for structural components excludes hydraulic and electrical components, bed and body components, chassis, jibs, outriggers and platform. This lifetime warranty also specifically excludes any other parts or components, including without limitation seals, gaskets, hydraulic components and exterior coatings. All replacement parts are original equipment parts from Elliott. In the event ownership of the Equipment is transferred to a person or entity other than the original purchaser of the Equipment, the lifetime warranty shall terminate.

The lifetime warranty and one-year warranty as set forth herein apply only to Equipment shipped from Elliott after January 1, 2012.

EXCLUSIONS: No warranty claims shall be valid unless Elliott is notified in writing of the defect within a reasonable time following its discovery. The one-year warranty and lifetime warranty are valid only if an annual service inspection is performed and documented by an authorized Elliott distributor. The one-year warranty and lifetime warranty shall not apply with respect to any claimed defect which in Elliott's sole judgment has arisen from repair, alteration, damage during shipment, accident, negligence, failure to perform routine maintenance, overloading or misuse, including without limitation, an operator's failure to follow the instructions issued with the equipment. The one-year warranty and lifetime warranty are void if any modifications are made to the Equipment.

Elliott reserves the right to make changes in design or construction of its equipment at any time without obligating itself to make such changes on equipment previously manufactured.

LIMITATION OF LIABILITY: ELLIOTT'S LIABILITY FOR ANY LOSSES AND DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER, INCLUDING WITHOUT LIMITATION, ELLIOTT'S NEGLIGENCE OR FROM DAMAGED OR DEFECTIVE EQUIPMENT, IRRESPECTIVE OF WHETHER SUCH DEFECTS ARE DISCOVERABLE OR LATENT, SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE PARTICULAR EQUIPMENT TO WHICH LOSSES OR DAMAGES ARE CLAIMED, OR AT THE ELECTION OF ELLIOTT, THE REPAIR OR REPLACEMENT OF THE DEFECTIVE EQUIPMENT. IN NO EVENT SHALL ELLIOTT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES INCLUDING WITHOUT LIMITATION COMMERCIAL LOSSES, LOST PROFITS OR COSTS OF ANY KIND OR FOR ANY DAMAGES FOR WHICH BUYER MAY BE LIABLE TO OTHER PERSONS.

DISCLAIMER: THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND IS ALSO IN LIEU OF ANY OTHER OBLIGATIONS ON THE PART OF ELLIOTT. No agent, employee or representative of Elliott may bind Elliott to any other warranty. In the event any provision of the warranty is for any reason held ineffective, the remaining provisions shall remain full and intact. In particular, the remedy of replacement provided for herein is the exclusive remedy for breach of the one-year warranty and lifetime warranty.