



# Crane Limited Product Warranty

Load King LLC ("Load King") warrants to the original Buyer its new Products will be free, under normal use and service, of any defects in material or workmanship for a period of (i) two years (24 months), or (ii) 2,000 hours of operation. In addition, the warranty period is five years (60 months) for structural crane weldments (boom section, jib, outrigger beam, subbase, frame, mounting anchors, mast, turntable). Each of those aforementioned periods shall commence at the date of initial installation or commission; provided, however, those periods, in the case of a distributor of Load King, shall commence no later than six (6) months after the date of shipment by Load King. Parts fitted during a warranty repair will take on the remaining warranty time period only. The foregoing warranties shall be honored provided that Load King receives written notice of the defect within thirty (30) days of its discovery, but in no event later than fifteen (15) days after the expiration of the applicable warranty period, and it has been established that (i) the Product has been maintained and operated within the limits of rated and normal usage and in strict compliance with Load King's operating and maintenance manuals, (ii) the defect did not result in any manner from the intentional or negligent action, inaction or abuse by Buyer or any third party, and (iii) in the case of structural warranty, all annual inspections have been completed by an authorized Load King service center. If it cannot be established that conditions (i), (ii) and (iii) above have been met, then this Warranty shall not cover the alleged defect.

If requested by Load King, the defective Product must be returned to Load King, or other location designated by Load King, for inspection. Load King reserves the right to review the Product's maintenance procedures to determine if any alleged defect is covered under this Warranty. Delivery inspection forms are required for warranty validation and processing.

Load King's obligation and liability under this Warranty is expressly limited to, at Load King's sole option, repairing or replacing, with new or remanufactured parts or components, any part, which appears to Load King upon inspection to have been defective in material or workmanship. Replacement parts will be provided to Buyer subject to Load King's current warranty claim handling processes. All Products replaced under this Warranty become the property of Load King.

Accessories, assemblies and components included in the Product, which are not manufactured by Load King, are subject to the warranty of their respective manufacturers. Load King does not provide any warranty and Load King specifically disclaims any liability relating to the boom-truck carriers; however, Purchaser may be entitled to the respective boom-truck carrier OEM's pass-through warranty (subject to any registration requirements).

This Warranty shall be null and void if parts (including wear parts) other than genuine Load King Parts are used in or attached to the Product or if serial numbers have been altered, defaced, or removed with respect to Load King's Products or if the Product has been altered without Load King's written agreement.

**LOAD KING MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AND MAKES NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.**

No employee or representative is authorized to modify this Warranty unless such modification is made in writing and signed by an authorized officer of Load King.

This warranty is continuous for the above stated periods, and "stopping and restarting" such periods ("stop and go") is not accepted by Load King.

Load King's obligation under this Warranty shall not include the items listed below as "Items not covered by this Warranty."

**NO TRANSFERABILITY OF THIS WARRANTY:** This Warranty is limited to Buyer or, if sold through a distributor of Load King, to the first End User of the Product, and is not assignable or otherwise transferable without the written agreement of Load King.

## **ITEMS NOT COVERED BY THIS WARRANTY**

The following items are not covered under this Warranty (the following list is not exhaustive):

- Normal maintenance, adjustments, maintenance parts or wear parts, including without limitation wear pads, seals, gaskets, hoses, friction plates, glass, clutch and brake linings, filters, wire rope, exterior coatings, proper tightening of bolts, nuts and fittings, adding or replacing of fluids, filters, breathers, belts, nozzles, adjustments of any kind, service supplies such as hand cleaners, towels and lubricants, inspections, diagnostic time, travel time, or labor.
- Products sold by any individual, corporation, partnership or any other third party that is not authorized by Load King to distribute the Product.
- Damage or defect caused by, or other costs related to, work performed by personnel not authorized by Load King to service or repair the Product.
- Damage or defect caused by operation of the Product by personnel or users not authorized or instructed or trained to operate the Product.
- Costs including, without limitation, travel, freight and labor, resulting from shipment or transfer of the Product into or use in a region not covered by Load King's service network.
- Costs including, without limitation, travel, freight and labor, related to the disassembling and assembling of any equipment with respect to a defective Part integrated in such equipment not covered by Load King's warranty.
- Damage or defect resulting from improper storage, weathering, lack of use, demonstration use, or use for transportation of corrosive chemicals.
- Damage or defect resulting from operation of the Product after a failure, damage or defect noticeably occurred, or damage or defect caused by worn parts or fluids.
- Damage or defect caused by operation or storage of the Product under extreme weather or geographical conditions, including without limitation, fires, freezing, floods, other natural disasters and abnormal conditions of temperature, moisture, dirt or corrosive matter, without the written agreement of Load King.
- Damage or defect caused by non-compliance with Load King's campaign bulletins, product safety and service releases.
- Damage or defect caused by carrier handling. Any such claim for damage should be filed immediately with the respective carrier.
- Cost including, without limitation, travel, freight and labor, resulting from the lack of Buyer or the user of the Product to comply with their obligations under this Warranty.
- Damage or defect resulting from or costs related to acts of God.

**THIS WARRANTY IS EXPRESSLY IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, REPRESENTATIONS AND CONDITIONS, EXPRESS OR IMPLIED AND ALL OTHER STATUTORY, CONTRACTUAL, TORTIOUS AND COMMON LAW OBLIGATIONS OR LIABILITY ON LOAD KING'S PART ARE HEREBY EXPRESSLY EXCLUDED TO THE MAXIMUM PERMITTED BY LAW. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE LIMITED WARRANTY CONTAINED HEREIN.** Load King neither assumes nor authorizes any other person to assume for Load King any other liability in connection with the sale of Load King's Product. In the event that any provision of this Warranty is held unenforceable for any reason, the remaining provisions shall remain in full force and effect.

**IN THE EVENT OF ANY BREACH OF THE WARRANTY BY LOAD KING, LOAD KING'S LIABILITY SHALL BE LIMITED EXCLUSIVELY TO THE REMEDIES (AT LOAD KING'S SOLE OPTION) OF REPAIR OR REPLACEMENT OF ANY DEFECTIVE PRODUCT COVERED BY THE WARRANTY. NOTWITHSTANDING ANYTHING CONTAINED IN THIS WARRANTY TO THE CONTRARY, LOAD KING SHALL NOT BE LIABLE FOR AND SPECIFICALLY DISCLAIMS ALL INDIRECT, CONSEQUENTIAL, INCIDENTAL OR OTHER DAMAGES OR LOSSES WHETHER OR NOT ADVICES OF THE POSSIBILITY THEREOF.** Nothing in this Section shall operate to exclude Load King's liability for death or personal injury when directly related to Load King's negligent act or omission.