

Effective Date: July 7, 2014

PRODUCT - SPECIFIC WARRANTY AND GUARANTEE TERMS CABLE ROLL – OFFS, HOOKLIFTS & CONTAINER CARRIERS



1. Validity

The following warranty and guarantee terms are valid for PARO/Omaha Standard Inc. (hereafter known simply as “Palfinger”) in addition to PARO/Omaha Standard Inc. dealers (contracting partners) in respect of the products listed in the “PRODUCT-SPECIFIC WARRANTY AND GUARANTEE TERMS”. “PRODUCT-SPECIFIC WARRANTY AND GUARANTEE TERMS” contains details with respect to guarantee periods and extent as well as information, in which way the warranty claims have to be handled for the respective product (hereafter mentioned simply as “agreed form”).

2. Receipt of Products

On receipt of products, the contracting partners must inspect them immediately for possible damage, obvious defects and for completeness.

In the case of transport damage, such damage must be noted in detail on the consignment note and reported immediately to the service provider. General remarks or reservations are not permitted.

Missing parts or wrong shipments must be reported to PALFINGER AMERICAN ROLL-OFFsales department within two weeks of product delivery.

3. Product Storage

If products are to be stored for a period of more than three months, the contracting partner must protect or safeguard them against environmental conditions using appropriate means. Additional information is available at the responsible PALFINGER AMERICAN ROLL- OFF service department.

4. Warranty

The warranty covers a period of 12 months from delivery to the contracting partner. The contracting partner only has the right to repair or rectification of the product. The contracting partner only has the right to an exchange of the product if rectification is impossible or not feasible economically. Additional agreements between the contracting partner and the end customer are not covered by PALFINGER AMERICAN ROLL- OFF.

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Outsourced repairs under the scope of the RRA process are not covered under PALFINGER AMERICAN ROLL-OFF Warranty & Guarantee Terms. The third party's warranty applies in these cases.

Defects covered within the scope of the warranty discovered before the unit is handed over to the end user must be notified to PALFINGER AMERICAN ROLL-OFF using the agreed form (e.g. by eClaim using the "claim before delivery" function).

5. Guarantee

PALFINGER AMERICAN ROLL-OFF grants the contracting partner a guarantee for a specific period of time after delivery to the end customer of the products listed in the PRODUCT-SPECIFIC WARRANTY AND GUARANTEE TERMS. The guarantee for the products is subject to the predetermined periods of time and special regulations according to the PRODUCT-SPECIFIC WARRANTY AND GUARANTEE TERMS.

"Guarantee" is defined as PALFINGER AMERICAN ROLL-OFF's voluntary responsibility regardless of the warranty commitment, to provide rectification in the case of defective parts or to find a remedy where rectification is not possible or not feasible during the guarantee period.

Processing of guarantee and warranty claims made by the end customer will be carried out by the contracting partners in accordance with the warranty and guarantee terms of this document.

Professional mounting (in so far as is necessary) according to PALFINGER AMERICAN ROLL-OFF's installation guidelines is a prerequisite for the validation of warranty and guarantee claims against PALFINGER AMERICAN ROLL-OFF.

In the case of a guarantee or a warranty failure, only PALFINGER AMERICAN ROLL-OFF original spare parts shall be used. The installation of third-party parts will completely invalidate all guarantee and warranty claims.

The use of skilled staff and appropriate tools as well as PALFINGER AMERICAN ROLL-OFF diagnostic software (if warranted by the product) is a requirement for refunding of any products supplied.

No liability is accepted or warranty or guarantee provided for the mounting of and subsequent modifications to PALFINGER AMERICAN ROLL-OFF products unless such mounting or modifications are carried out by PALFINGER AMERICAN ROLL-OFF.

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All claims, under any title whatsoever, which arise over and beyond the exchange or repair of defective parts, such as redhibitory action, reduction of price, loss of earnings, machine downtime, mileage, consequential losses or other costs are excluded, unless otherwise stated in the "WARRANTY HOURLY RATE SCHEDULE". The contracting partner must ensure that appropriate limitation of liability is also valid for any subsequent owners. This applies to mobile as well as stationary products (stationary assembly, the product can no longer be moved).

Liability for losses due to slight neglect on PALFINGER AMERICAN ROLL- OFF's part is excluded in any case.

The guarantee obligation, liability or warranty do not cover damages or deficiencies as a result of force majeure, incorrect handling, non-defined usage, alterations to the equipment or incorrect repair, fault of the contracting partner itself or of a third party, insufficient maintenance, not carried out recalls, or failure to observe the operating instructions.

The guarantee does not extend to wearable items, or resources such as oils, greases, and filter cartridges.

Guarantee and warranty claims can only be validated, if the lead seal on the product is intact and the prescribed service intervals have been complied with and duly verified in accordance with the Service Manual. See also point 8 on this subject.

Product handover to the end customer must be carried out by qualified specialist staff from a PALFINGER AMERICAN ROLL- OFF -contracted workshop following a "delivery inspection" performed in accordance with the Service Manual and must be documented in the section covering delivery.

Training on the equipment and instruction in respect of the documentation supplied (especially the operating instructions) must take place within the scope of product handover.

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6. Delivery

Product handover to the end customer must be carried out by qualified specialist staff from a PALFINGER AMERICAN ROLL- OFF -contracted workshop following a “delivery inspection” performed in accordance with Service Manual and must be documented in the section covering delivery.

Claims made under the guarantee will only be processed if the units warranty has been registered using the agreed form and received by PALFINGER AMERICAN ROLL- OFF no later than three (3) weeks after delivery to the end customer. Guarantee claims will be rejected in cases where the notification has not been sent in or has not been sent in time.

7. Guarantee and Warranty Period for Spare Parts

Guarantee and warranty period, for spare parts are product-specific, and for used or refurbished parts are 30 days applicable from the date of repair or installation, though no later than 6 months after delivery by Palfinger to the contracting partner. The spare parts guarantee/warranty applies only to a defective part. It does not perpetuate the equipment's warranty and is limited to repair or replacement of the defective part. A claim under the guarantee must be submitted by the agreed form (PARO Warranty Claim Form as “Spare part warranty”)

8. Lead Sealing

The lead seals of valves or electronic settings may only be removed and reapplied or reset by qualified staff of an authorized PALFINGER AMERICAN ROLL- OFF dealers' or service centers' shop.

The guarantee and warranty claim will be invalid in the case of defective or imperfect seals, or if the settings are incorrect or manipulated. PALFINGER AMERICAN ROLL- OFF accepts no liability whatsoever in these cases.

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9. Guarantee Processing

Guarantee or warranty work may only be performed by qualified staff of an authorized PALFINGER AMERICAN ROLL-OFF dealers' or service centers' shop. It is the service partner's responsibility to check whether a guarantee claim exists (by examining the Service Manual for example).

Palfinger must be consulted prior to the commencement of work in the case of costly repairs (over \$2,000) and repairs where it is subsequently no longer possible to determine the cause of the fault or in cases where production defects are suspected.

The notification of a guarantee claim must be submitted to PALFINGER AMERICAN ROLL-OFF using the agreed form (e.g. eClaim). Palfinger must have received notification of the guarantee claim no later than six (6) weeks after the repair date. PALFINGER AMERICAN ROLL-OFF has the right to reject guarantee claims that are not submitted in time.

In the case of damages which are difficult to explain clearly in written text, PALFINGER AMERICAN ROLL-OFF requires additional documentation, illustrations or photographs. These must be attached to the guarantee claim report as files.

Documentation in the form of photographs should be sent as soon as possible in the case of steel component failures (make direct contact with the person responsible for processing the claim). The component's identification data must be attached to the guarantee claim report.

Claims related to hydraulic cylinders must include the cylinder data as marked on the cylinder. PALFINGER AMERICAN ROLL-OFF has the right to reject guarantee claims without prior notice where basic data as applicable (serial/equipment number, hour meter reading, repair date, model, component information as described above) is missing from the claim. All claims must identify the "fault location", "fault type" and "fault causing part" (fault coding) as explained in the e-Claim training.

All information and materials requested by PALFINGER AMERICAN ROLL-OFF in addition to the guarantee claim report must be provided without delay. PALFINGER AMERICAN ROLL-OFF has the right to reject guarantee claims where missing or additional information has not been provided with two (2) weeks of Palfinger contacting the contracting partner requesting the information.

PALFINGER AMERICAN ROLL-OFF undertakes to process guarantee claim reports within six (6) weeks of receiving all information and materials required for this purpose.

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PALFINGER AMERICAN ROLL-OFF reserves the right to issue subsequent invoices in the case of approved guarantee claims, which are proven to have been caused as a result of third party faults or if the claimed part is fault free.

10. Guarantee and Warranty Material

When requested by PALFINGER AMERICAN ROLL-OFF, defective guarantee parts must be sent to PALFINGER AMERICAN ROLL-OFF, postage/freight paid by contracting partner, within two weeks of electronic request by the e-Claim system or return goods authorization (RGA). Guarantee parts, which have not been requested, may be destroyed after receiving the processed guarantee claim.

Guarantee material which has been requested must be cleaned, neatly packaged, labelled with the RGA number and sent to the address specified on the RGA. RGA's are generally valid for 60 days, or otherwise stated on the RGA. PALFINGER AMERICAN ROLL-OFF has the right to reject guarantee claims where requested material has not been returned within the RGA validity period.

If a claim is not validated, the contracting partner may request return of the material within two weeks otherwise it will be scrapped. The contracting partner will pay the transport costs for the material requested.

All claims by a contracting partner of missing part(s) from a kit or any reason must be verified for validity by PALFINGER AMERICAN ROLL-OFF. All part(s) will be shipped and invoiced to the contracting partner at full list price. The contracting partner will be required to submit a claim for missing parts using PALFINGER AMERICAN ROLL-OFF "Warranty Claim Form" for reimbursement. No parts shall be shipped at "0" cost.

11. Hourly Rate for Guarantee Work – Units of Work

The units of work arising in the case of a guarantee claim will be aligned on the basis most recently valid hourly rate for guarantee work agreed with PALFINGER AMERICAN ROLL-OFF, as shown in the current and applicable "WARRANTY HOURLY RATE SCHEDULE" document as amended from time to time by PALFINGER AMERICAN ROLL-OFF.

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The units of work must be taken from the most recently valid catalogue of repair times. Time taken locating defects will only be reimbursed if PALFINGER AMERICAN ROLL-OFF acknowledges that it is justifiable in its necessity and scope.

12. Compliance with the Prescribed Maintenance Intervals

The guarantee claim will only be validated if the product has been maintained in accordance with the service plan (see the Service Manual).

All service and repair work carried out must be entered in the Service Manual together with details of the current number of hours in operation.

Special repairs (i.e. the replacement of major components or systems) must be entered in the appropriate fields in the Service Manual.

Palfinger AMERICAN ROLL- OFF reserves the right to request a copy of the relevant pages of the Service Manual for inspection. This should be sent either by fax or electronically.

13. Spare Parts Supplied

PALFINGER AMERICAN ROLL- OFF will invoice any spare parts supplied. A credit note will be issued if the guarantee claim is assessed positively after inspection of the material presented. Transport costs of spare parts supplied and used in a warranty repair will be reimbursed, when properly claimed, as a Freight Allowance, at a flat rate of 10% of the net value of reimbursed parts.

14. Not needed

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15. Duty to Minimize Damage; Replacement and Reinforcement Campaigns

The contracting partner has a duty to minimize any possible damage, in particular to carry out repairs as quickly as possible before further damage arises or existing damage is increased. It is the contracting partner's responsibility and in their best interests to cooperate as fully as possible in replacement and reinforcement campaigns and to carry them through. PALFINGER AMERICAN ROLL- OFF has the right to claim reimbursement for losses which result from insufficient cooperation or non-performance of replacement or reinforcement campaigns or result from violations of the duty to minimize damage.

16. Behavior in the Case of Accidents

If a PALFINGER AMERICAN ROLL- OFF product is suspected to have caused damage to either people or property, the exact nature of the accident must be reported to PALFINGER AMERICAN ROLL- OFF immediately and must also be reported to the contracting partner's locally responsible insurance company. The description of the alleged course of events leading to the accident damage must be supplemented by photographs.

All components that might be responsible for causing the damage must be made safe or taken out of service immediately. All further actions have to be carried out in accordance with PALFINGER AMERICAN ROLL- OFF.

17. General Information

The contracting partner must ensure that the minimum conditions specified in these terms of warranty and guarantee are agreed to by distributors, end customers and other purchasers and that the responsibilities arising from them are accepted.

With complete performance of the warranty claims of the customer of the contracting partner by PALFINGER AMERICAN ROLL- OFF based on these regulations the contracting partner has no further rights of recourse against PALFINGER AMERICAN ROLL- OFF because of his own (legal) warranty obligations towards the customer.

PALFINGER AMERICAN ROLL- OFF is not liable for any agreements of a contracting partner that go beyond these terms.

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These terms are subject to NJ substantive law excluding international civil law and the UN Convention of contracts for the international sale of goods.

Every amendment or exception must be in writing as well as a record kept of departure from the requirement for the written form. PALFINGER AMERICAN ROLL-OFF reserves the right to amend this warranty and guarantee terms unilaterally. All claims will become void on violation of the obligations specified in these warranty and guarantee terms. These warranty and guarantee terms supersede all agreements made on this subject and in existence prior to this date.

Should specific clauses of these terms be or become invalid, illegal or unenforceable, those remaining will be unaffected and still valid. In this case, terms which fulfill the intended purpose of these clauses will be deemed agreed and will replace the clauses that are invalid or unenforceable.

Product-specific terms (PRODUCT-SPECIFIC WARRANTY AND GUARANTEE TERMS, & WARRANTY HOURLY RATE SCHEDULES) override and supplement the general warranty and guarantee terms.

Otherwise, PALFINGER AMERICAN ROLL'S-OFF general Terms and Conditions of sale are applicable unless they are modified by these terms.

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For all contracting partners, as a minimum PALFINGER warranty reimburses 85% of the contracting partner's posted shop labor rate with a maximum rate of \$90.00/hour and a minimum rate of \$65.00/hour.

Travel Cost Reimbursement

Travel expenses can be reimbursed, when properly claimed, in the event that the PALFINGER Equipment cannot be returned to the contracting partner for repair.

Labor: For all contracting partners, PALFINGER warranty reimburses a maximum rate of \$90.00/hour*. Maximum claimable travel labor cannot exceed 3 hours in one direction. Material number ZGA_TRAVEL must be used on the agreed form when claiming travel time expenses.

Distance Traveled: For all contracting partners, as a minimum PALFINGER warranty reimburses \$0.50/mile** or \$0.50/km** with a maximum of 200 miles or 325 kilometers and a minimum of 20 miles or 35 kilometers in one direction. Material number ZGA_MILE (when claiming miles) or ZGA_KM (when claiming kilometers) must be used on the agreed form when claiming mileage expenses.

To activate the hourly rate and to allow claims to be processed, or to notify PALFINGER of a change in posted shop rate, the contracting partner must email or fax their official shop rate on their company letterhead accompanied with a photograph of the posted shop rate. If no notification of shop rate is received, the minimum rate will be used.

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PALFINGER grants the end customer 12 months or 1,000 operating hours of full guarantee and 36 months or 3,000 operating hours guarantee on load-bearing parts, whichever claim should arise first.

Load-bearing parts for the **Cable Roll-Offs** are welded structures, which are not subject to normal wear. These are top frames, saddles and hinges.

Load-bearing parts for the **Hook lifts** are welded structures, which are not subject to normal wear. These sub frames, jib arm (except for hook lift itself), tipping frame, and middle frame and cylinder tubes.

Load-bearing parts for the **Container Carriers** are welded structures, which are not subject to normal wear. These are basic frames, raising frames, bolster frames and turning frames...

The guarantee period starts to run on handover to the end customer, though no later than 6 months after delivery by Palfinger to the contracting partner.

The “PARO DEALER WARRANTY CLAIM FORM” must be used to handle the warranty cases; it is therefore called the “agreed form” in the warranty contract.

The warranty on load-bearing parts is not extendable.

Maximum 1000 operating hours per year.

The extended warranty program does not extend to hydraulic pumps

The standard warranty will be extended according to the following table.

<u>Guarantee Type</u>	<u>Standard</u>	<u>Warranty Periods</u>	
		<u>2-Year (VER01)</u>	<u>3-Year (VER02)</u>
Full Guarantee	12 months	24 months	36 months
Load Bearing Parts - Hook Operation	36 months	36 months	36 months
Pumps, Attachments, etc.	12 months	12 months	12 months