

Truck Mounted Forklift Guarantee

3.1. General guarantee provisions

Guarantee or warranty work may only be performed by qualified staff of an authorized PALFINGER dealers' shop. It is the service partner's responsibility to check whether a guarantee claim exists (by examining the Service Manual for example). Any guarantee claims from final customers will be settled through the contract partners in accordance with the present guarantee provisions. Proper device installation (if necessary) according to the Palfinger assembly guidelines is a prerequisite for the assertion of any guarantee claim. Should a guarantee claim be made, only original Palfinger spare parts have to be used. If foreign parts are installed the guarantee and warranty claim will lapse completely. For spare parts the product-specific guarantee periods apply from the date of repair or installation. The use of trained professionals, proper tools and Palfinger diagnosis software (if required for the product) are prerequisites for the refund of any services. Palfinger cannot assume any liability or guarantee for the installation and changes made to Palfinger products later except the installation or changes have been carried out by Palfinger. 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. The contracting partner must ensure that appropriate limitation of liability is also valid for any subsequent owners. The contract partner has to make provisions that an appropriate restriction of liability applies also for all subsequent clients. The claims remain unchanged if the product is fixed to one place (stationary assembly, product no longer transportable). Any liability for damages due to slight negligence by Palfinger will anyway be excluded. 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 himself or of a third party, insufficient maintenance, not carried out amendment calls or failure to observe the operating instructions. The guarantee does not cover any maintenance resources such as oil, grease, and filter cartridges. You may only claim warranty if the seals are correctly attached to the product and the service intervals have been maintained and properly confirmed in accordance with the service booklet. Seals attached to valves or electronic setting values may only be removed and re-attached or re-adjusted by authorized professionals. Defective or incorrectly attached seals or incorrect setting values lead to the termination of the warranty. In such a case any Palfinger liability will be excluded. The product has to be handed over to the final customer by qualified specialist staff from an authorized Palfinger service center following the "Inspection before delivery" carried out according to the service booklet (Service Plan); and this has to be documented on the delivery coupon. During product delivery the customer's staff member has to be trained on the device and instructed about the supplied documentation (the operating instructions above all). If a Palfinger product causes an accident with material damage or personal injury send the exact report about the accident to Palfinger by using the form sheet to be obtained from Palfinger. Furthermore report the damage to the locally responsible insurance company of the service partner. Add photos to the account of the accident. Put in safekeeping any constructional components which might be responsible for causing the accident. Any further steps have to be agreed with Palfinger immediately. Only Austrian law applies exclusively and UN purchasing law does not apply. Court of jurisdiction is Salzburg. In case any provisions of this guideline are or become invalid, legally inadmissible or not enforceable the remaining provisions will remain untouched and in effect. In such a case provisions are deemed agreed which come as close as possible to the intended purpose of the invalid or not

enforceable ones. Product-specific provisions have priority over the general guarantee provisions and are additions to them. Otherwise, PALFINGER's general terms and conditions of business are applicable unless they are modified by these terms.

3.2. Product specific guarantee provisions

Palfinger grants the contracting partner 24 months or 800 operating hours of full guarantee, whichever claim should arise first. Excluded from this guarantee are operating materials (fluids, liquids, grease), wear parts (tires, guide blocks, lighting, stickers, seat cover, battery), as well as all other parts which have to be changed frequently according to the maintenance guidelines (filters, hydraulic oil, etc.)

Palfinger grants the contracting partner 36 months or 1200 operating hours of full guarantee – whichever is reached first - on load bearing parts.

The following components are considered to be load bearing parts:

- Main frame
- ROPS (Roll Over Protection System)
- Carriage frame
- Steering console
- Mast profiles
- Cylinder tubes

The guarantee period starts on delivery to the end user, however not later than 6 months after the unit has been delivered to the contracting partner (by PALFINGER). Guarantee works / repairs on the diesel engines have to be carried out by a service partner of the engine manufacturer. The software "eClaim" must be used to handle the warranty cases; it is therefore called the "agreed form" in the warranty contract.