

# LGMG North America Inc.

# NEW PRODUCT WARRANTY

## WARRANTY PERIOD

LGMG NORTH AMERICA INC's complete Warranty Program for MEWP, one of the best in the industry, begins with a warranty that its materials and workmanship to be free from defects for twelve (12) months from the date of delivery to the purchaser.

Over and above the basic one (1) year Warranty Period, LGMG North America Inc. warrants that electric and hydraulic drive motors, lift cylinders, hydraulic valves and hydraulic pumps will be free of defects in materials and workmanship for two (2) years from the date of delivery to the purchaser or 2,000 hours of use, whichever occurs first.

Finally, LGMGNA provides an industry-best five (5) year warranty against defects including frame weldment, scissor stacks and platform weldment.

#### WARRANTY RESPONSIBILITIES OF LGMGNA

LGMGNA will, at its sole option, repair or replace the equipment furnished by LGMGNA found to be defective in material or workmanship within the applicable warranty period. LGMGNA will not be responsible for the cost of any replacement or repair made by any party other than LGMGNA or its authorized agents.

#### **CONDITIONS AND LIMITATIONS ON WARRANTIES**

ALL WARRANTIES are subject to conditions and limitations as follows:

- Customer is responsible for obtaining and providing LGMGNA with an annual inspection, beginning at the one (1) year anniversary of the date of delivery to the purchaser.
- Damage to equipment due to abuse or use of the equipment including but not limited to operation beyond rated capacity, or usage contrary to the provisions of the Operator's Manual.
- Modifications to MEWP made without the express written permission of LGMGNA will void all warranties.
- Consumables including but not limited to hydraulic fluid, oil, filters or cleaners are not covered by the LGMGNA Warranty Program.
- Duties, taxes, costs of disposal of tires, batteries and petrochemicals are not covered by the LGMGNA Warranty Program.
- This limited warranty is valid only to the original retail purchaser or user and is not assignable or transferable to any subsequent purchaser or user.

Upon the occurrence of any incident involving personal injury or property damage related to ownership and/or operation of any products covered by this warranty, purchaser shall have the affirmative duty to notify LGMGNA within 48 hours of such incident. Further, customer shall provide LGMGNA immediate access to said equipment and any records related thereto within the control of customer relating to the equipment and the incident. Failure to so notify LGMGNA of such incident shall void all warranties with respect to the equipment involved therein.

#### **REQUIREMENTS FOR WARRANTY APPROVAL**

- Pictures of all four sides of the unit, the hour meter, the data plate, the error code if present, a picture of the failed part, and a picture of the new part on the machine.
- All parts invoices must be submitted with original warranty claim documents for replacement parts to be eligible for warranty reimbursement consideration.
- Claim is required to be submitted to LGMGNA within 30 days of receiving the parts.
- All freight charges are the sole responsibility of the customer submitting the warranty claim form.
- Unless previously negotiated, Warranty Labor Rate is \$95/hr and allowable travel time is 2 hours.

## WARRANTY INFORMATION CONCLUSION

The warranties described herein constitute the full and complete obligation of LGMGNA as to material and workmanship with respect to the products covered hereby. LGMGNA EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES OF WHATEVER NATURE WITH RESPECT TO THE MATERIAL AND WORKMANSHIP OF THE EQUIPMENT PROVIDED HEREUNDER INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Further, LGMGNA shall not, under any circumstance, be liable for any consequential or special damages incurred or claimed by any person or entity resulting from any defect in any product sold by LGMGNA or any third party or any alterations, repairs or replacements made or furnished by LGMGNA or others. "Consequential" or "Special" damages include, but are not limited to lost sales, lost profits, lost income, labor, material and transportation costs. The maximum liability of LGMGNA under the warranties made herein shall be the purchase price of the equipment as sold to the customer for the piece of equipment for which such warranty is claimed. The limitations of liability provided in this paragraph shall apply to any and all claims, demands, or causes of action against LGMGNA whether based on negligence, contract, breach of warranty, strict liability or other theory of liability which may be asserted against LGMGNA.

LGMG North America Inc. reserves the right to refuse warranty work at any time.