

## WARRANTY – RECONDITIONED SKYJACK PRODUCT WARRANTY

Subject to the terms and conditions hereof, Skyjack, Inc. (“Skyjack”) warrants to the original buyer (“Buyer”) that the reconditioned Skyjack brand product to which this limited express warranty applies will be free of defective parts and workmanship under normal use and service for one year (12 months) from the date the product was invoiced to the Buyer.

### **Warranty Terms and Policies:**

No claims under this warranty shall be valid unless written notice of the defect is provided to Skyjack or its authorized distributor within thirty (30) days after such defect is first discovered, and no longer than thirty (30) days after the end of the applicable warranty period. The failure to follow Skyjack’s warranty claim procedures as described herein (and as may be modified by Skyjack from time-to-time) will invalidate the applicable warranty.

Skyjack’s sole obligation to the Buyer is limited to the repair or replacement of any products or parts which Skyjack, in its sole discretion, determines to be defective in materials or workmanship, at Skyjack’s option. Replacement products or parts may be new or factory approved reconditioned parts, at Skyjack’s sole discretion. All repairs or replacement must be performed by technicians trained and qualified in accordance with ANSI standards, using only genuine Skyjack supplied parts, and must be made in accordance with the Warranty Claim Procedures provided herein. Any parts repaired or replaced under the warranty are warranted only for the balance of the warranty period on the part that was repaired or replaced.

Skyjack does not provide any warranty, and specifically disclaims any liability, relating to defective component parts or accessories that are not manufactured by Skyjack (for example, batteries, tires, engines, drive train components); however, Buyer may be entitled to the respective part’s Original Equipment Manufacturer (OEM) pass-through warranty, if any (subject to any OEM terms and conditions).

This warranty does not apply to ordinary wear and tear. This warranty also does not apply to negligence; use beyond the products’ rated capacity or other misuse or neglect; improper installation, storage or operation; lack of normal maintenance and/or inspections as outlined in Skyjack’s Operator’s Manual or Parts, Operation and Maintenance Manual, or any Skyjack technical bulletins (“Manuals”); service or repairs other than by technicians trained and qualified in accordance with ANSI standards, or using parts other than genuine Skyjack supplied parts (unless authorized in writing by Skyjack); electrical failures due to loose wiring or corrosion; alterations to original designs and/or components; accidents, floods, fires or other natural disasters or acts of God; the introduction of foreign materials to the products; or duties, taxes, environmental fees, including without limitations, disposal or handling of tires, batteries, and petrochemical items.

Skyjack’s liability with respect to the products sold to Buyer shall be limited to this warranty, which constitutes Skyjack’s entire and exclusive warranty as to the products and is the sole and exclusive remedy for defects in material and workmanship. Skyjack does not assume (and has not authorized any other person to assume on its behalf) any other warranty or liability in connection with any products covered by this warranty. In no event shall Skyjack’s liability exceed the cost to repair or replace a defective product or part.

**SKYJACK SHALL NOT BE SUBJECT TO ANY OTHER OBLIGATIONS OR LIABILITIES INCLUDING WITHOUT LIMITATION, CLAIMS FOR PERSONAL INJURY, DEATH, DISMEMBERMENT AND/OR PROPERTY DAMAGE (WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY)) OR UNDER OTHER THEORIES OF LAW OR EQUITY, OR WHERE THE THEORY OF LIABILITY IS BASED ON THE POSITION THAT THE PRODUCTS SHOULD HAVE EXCEEDED ANY STANDARDS IMPOSED BY APPLICABLE LAW, WITH RESPECT TO PRODUCTS SOLD BY SKYJACK, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATING THERETO.** Without limiting the generality of the foregoing, Skyjack specifically disclaims any liability for property damage, penalties, special or punitive damages, damages for lost profits or revenues, down-time, lost good will, cost of capital, cost of substitute products or services, increased overhead, or for any other types of economic loss, or for claims of Buyer's customers or any third party for any such damages, costs or losses. **SKYJACK SHALL NOT BE LIABLE FOR AND DISCLAIMS ALL CONSEQUENTIAL, INCIDENTAL, INDIRECT AND CONTINGENT DAMAGES WHATSOEVER.**

This warranty shall be void if, upon the occurrence of any incident involving any products made by Skyjack and resulting in any personal injury or property damage, customer shall fail to notify Skyjack within 48 hours of such occurrence or permit Skyjack and its representatives to have immediate access to such products and all records of or within the control of customer relating to the products and occurrence. This warranty shall also be void if parts other than genuine Skyjack supplied parts (or parts authorized in writing by Skyjack) are used.

Buyer's rights hereunder are personal to the Buyer, and may not be transferred or assigned except with the prior written consent of Skyjack or by its authorized distributor as provided in a written distribution agreement between Skyjack and that distributor.

Skyjack requires that all OEM's manufacture and supply components and parts to Skyjack in conformity with all ANSI, CSA and/or other relevant industry standards. Skyjack will not be liable under this warranty or otherwise where the defect is the result of an OEM's failure to meet this requirement.

**EXCEPT FOR THE LIMITED WARRANTY PROVIDED HEREIN, SKYJACK EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES (EXPRESS OR IMPLIED) AS TO THE PRODUCTS FURNISHED HEREUNDER, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES AS TO MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.**

#### **Warranty Claim Procedures:**

\*SKYJACK INC., will repair or replace, at its option, the defective part or workmanship.

The selling distributor or authorized dealer shall be responsible for complete handling of customer claims under this warranty.

Here's what to do:

1. When providing notice of a claim under this warranty, contact Skyjack's Service Department to verify warranty coverage.  
NOTE: The complete machine serial number is required to verify coverage.
2. When Skyjack's Service Department verifies warranty coverage, they will also issue a RA (Return Authorization) number for the return of the defective component(s). All items over \$100.00 in value must be returned to Skyjack Inc.
3. Fill out the warranty claim form.

4. The distributor/dealer should then file the warranty claim with Skyjack Inc. describing the nature of claimed defect, suspected cause, work performed, travel hours and labor hours.
5. Warranty labor will be paid at established hourly rates. The travel allowance will be paid at the same hourly rate; however, it is limited to a maximum of three hours. Labor rates and travel allowances are subject to change without notice.
6. If a part has serviceable components, PLEASE replace the bad component. For instance, if you have a bad switch on a controller, please replace the switch. Hydraulic cylinders should be repacked, unless they are damaged beyond repair.
7. Engine failures or Battery failures should be directed to your local distributor and would be covered, if at all, by that manufacturer's warranty. Be sure to record the Engine serial number.
8. Warranty claims received with insufficient information will be returned for correction and completion.
9. Materials returned for warranty inspection must comply with the following procedures:
  - A. Carefully packaged to prevent additional damage during shipping.
  - B. Drained of all contents and all open ports capped or plugged.
  - C. Shipped in a container tagged or marked with the RA number.
  - D. Shipped PREPAID. Any item(s) returned for warranty by any other means maybe refused and returned unless prior written approval from Skyjack is obtained.

**Freight Damage:**

Items shipped to the dealer will be sent freight prepaid and added to the invoice. If machines are received damaged it must be noted on the Bill of Lading prior to signing. The freight company must be contacted and a claim filed with the carrier. For more information contact Skyjack logistics at 1-519-837-0888. Failure to comply with the above procedures may delay approval and processing of warranty claims and could result in the denial of a warranty claim. Skyjack Customer(s) accounts must be kept current to approve and issue warranty credits. Skyjack reserves the right to withhold the issuance of credits to a Customer(s) if their account is not in good standing. This is subject to change without prior notice.