

## WARRANTY – SKYJACK PARTS

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Subject to the terms and conditions hereof, Skyjack, Inc. (“Skyjack”) warrants to the original buyer (“Buyer”) of all new Skyjack components or parts (“Parts”) good and unencumbered title in and to those Parts. All other warranties that may be applicable to Skyjack Parts are limited to a six-month warranty from the date of delivery.

Skyjack’s liability with respect to the Parts sold to Buyer shall be limited to this warranty, which constitutes Skyjack’s entire and exclusive warranty as to the Parts. 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.

**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:**

Buyer should consult Skyjack's Parts Policy at <http://skyjack.com/warranty-service> for information regarding Skyjack's policies and procedures relating to returns.