

PRODUCT WARRANTY

EQUIPMENT WARRANTY

Standard Equipment Warranty – 12 months/unlimited hours:

KION North America Corporation (hereinafter called "KION") warrants that new equipment acquired directly through KION or indirectly through an authorized distributor of KION brands (hereinafter called "authorized distributor") shall be free from defects in material and/or workmanship, providing the equipment is properly operated by trained operators and maintained in accordance with the outlined services found in the Operators Instructions and Periodic Maintenance Manual for a period of twelve (12) months from the date of installation and covers parts and labor. Fuel systems are covered by the manufacturer of these components. Deutz, MTU, and Cummins engine warranties will be covered directly by the respective engine manufacturer.

POWERTRAIN WARRANTY

Standard Powertrain Warranty – 24 months/4,000 hours:

For a period of twenty-four (24) months from the date of installation or 4,000 operating hours, whichever occurs first, KION warrants parts and labor of the following major components:

1. Internal Combustion Equipment

- (a) Engine is warranted for catastrophic failures (excluding all accessories and timing belt replacement). All parts of the emission control system on diesel engines are warranted for 60 months or 3,000 hours, whichever occurs first. Emission controls on LP engines are covered under the separate warranty included with those trucks.
- (b) Hydrostatic piston pumps or piston motors (excluding couplers and bolt on accessories) or non-hydrostatic transmissions (excluding E.G.S. controllers)
- (c) Reduction gearboxes, brake disc(s) on hydrostatic units, planetary drives or drive axle differentials that have failed for reasons other than lack of lubrication. Seals, o-rings and gaskets are not covered by this warranty.

2. Battery Powered Equipment

- (a) Drive motors and hydraulic pump motors (excluding brushes or damage caused by brush wear)
- (b) Power transistor modules, drive/hydraulic control logic units, power diodes
- (c) Contactor coils (excluding power tips)
- (d) Planetary drives or differentials that have failed for reasons other than lack of lubrication. Seals, o-rings, gaskets or brakes are not covered by this warranty.

PURCHASED REPLACEMENT PARTS WARRANTY

KION warrants to the ORIGINAL PURCHASER that new replacement parts acquired from an authorized distributor shall be free from defects in material and/or workmanship, if properly operated and maintained for a period of six (6) months from the date of installation. This warranty is for PARTS ONLY and does not include labor, travel or loaner equipment. Proper documentation including serial number, sales order number, and installation date at the time the component was installed and the date the component failed must be provided to the authorized distributor. KION warrants to the ORIGINAL PURCHASER that a hydrostatic piston pump or piston motor, or an internal combustion engine acquired from an authorized distributor shall be free from defects in material and/or workmanship, if properly operated and maintained for a period of one (1) year from the date of installation.

COVERAGE

KION shall repair or at its sole option, substitute with new or re-manufactured parts, any item that may have failed due to a defect in material and/or workmanship and that is covered under this warranty. The warranty work shall be performed by an authorized distributor during normal business hours. Parts removed under the warranty period are the property of KION. Claims cannot be granted if parts are not made available for return. The warranty period on equipment shall automatically begin after one-hundred (100) operating hours. The only exception is rubber goods, which will only be considered if the warranty start date is within the first 3-years (36 months) after the new equipment shipped from KION and the failure is within the first year (12 months) of the in-service date.

LIMITATIONS

The warranties contained herein shall not apply to or include: (a) periodic and/or normal maintenance outlined in the Operating Instructions and Periodic Maintenance Manual including but not limited to filters, tune-ups, belts or timing belts, adjustments or lubrication; (b) normal wear items including but not limited to hoses, contactor tips, bearings, brushes, leaks, seals and o-rings, tires and brake linings; (c) repair of rings, valves and guides where the only malfunction is low compression or oil consumption; (d) accidents and abuse including but not limited to improper storage and fire; (e) excessive exposure to salt, acid, heat, cold and other adverse environmental conditions; (f) improper maintenance; (g) alterations or modifications not approved in writing by KION; (h) work performed by a non-authorized service facility; (i) work performed with parts not authorized by KION; (j) unreasonably long delay in informing KION of the alleged defect; (k) damage or failure caused to drive train components resulting from failure of non-drive-train components. The warranties contained herein shall be void if (a) the hour meter or identification plate has been altered or tampered with and/or (b) the equipment is not serviced according to the maintenance schedule found in the Operators Instructions and Periodic Maintenance Manual. Service documentation supporting such a program will be required and must be made available upon request. It is strongly recommended that every KION product be serviced through a comprehensive and complete Planned Maintenance Program performed by a servicing dealership or agent authorized by KION.

LIMITED REMEDY

The remedy under the warranties contained herein is limited solely to the repair of defects in material and/or workmanship by an authorized distributor. KION is not responsible for rentals, loaners, overtime or cartage of equipment. KION will not be liable for incidental or consequential damages such as inconvenience or loss of use of the equipment to the user resulting from the breach of the written warranty or any implied warranty.

THE WARRANTIES CONTAINED HEREIN ARE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND OF ANY OTHER OBLIGATION OR LIABILITY ON THE PART OF KION, INCLUDING EXPENSE, LOSS, OR DAMAGE WHETHER DIRECT, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY, ARISING IN CONNECTION WITH THE SALE OR USE OR INABILITY TO USE THE KION EQUIPMENT FOR ANY PURPOSE.