

MANITOWOC BOOM TRUCKS

Subsidiary of The Manitowoc Company, Inc.

GEORGETOWN, TEXAS

NEW PARTS WARRANTY

Manitowoc Boom Trucks (hereinafter referred to as COMPANY) warrants each new part manufactured by COMPANY to be free from defects in material and workmanship under normal use and service, for a period of 90 days from date of installation. Warranty for components purchased by COMPANY shall be limited to the warranty of the component manufacturer.

COMPANY will repair or replace, at its option, F.O.B. origin point of shipment, any part or parts that in COMPANY'S opinion are defective. COMPANY may require the return of parts, transportation charges prepaid, to the factory for inspection and analysis. In the sole discretion of COMPANY, reasonable transportation charges will be reimbursed if such parts are determined to be defective. All claims for defective parts must be processed through an authorized Manitowoc Boom Trucks distributor using proper warranty claim procedures.

This warranty shall not apply to (i) normal wear and tear, (ii) any part of equipment that has been altered, modified, changed, improperly installed, or (iii) any part or equipment that has been subject to misuse, abuse, neglect or accidents.

THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES WHETHER WRITTEN, ORAL OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE. The liability of COMPANY arising out of the sale, use or operation of COMPANY machine or parts, whether in warranty, contract or negligence, including claims for special, indirect or consequential damages shall not in any event exceed the cost of furnishing a replacement for a defective part or equipment as hereinabove provided. Upon the expiration of the warranty period, as hereinabove provided, any such liability shall terminate. The foregoing warranty shall constitute the sole and exclusive liability of COMPANY.

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