

MAGNI TH PRODUCT WARRANTY

Magni Telescopic Handlers s.r.l warrants its new Products (Equipment and Parts) to be free , under normal use and service, of any defects in material or workmanship for a period of twenty four (24) months or 2000 working hours, for new equipment and twelve month (12) for new parts, each of those periods commencing at the date of delivery of the product from Magni TH to the buyer of the product, if the buyer is a distributor of Magni TH and delivers the product to an End user , each of those periods shall commence all the date of delivery of the product from the distributor to the End user , but in no event later than six (6) months after the date of delivery of the Product from Magni TH to the distributor, communicated through the Magni portal channel. Parts fitted during an Equipment warranty repair will take on the remaining Equipment warranty only. The foregoing warranties shall be honored provided that Magni TH receives written notice of the defect within thirty (30) days of its discovery, and it is established that the product has been maintained and operated within the limits of rated and normal usage and in strict compliance with Magni TH operating and maintenance manual, and the defect did not result in any manner from the intentional or negligent action , inaction or abuse by buyer or any third party. If it cannot be established that conditions and above have been met , then this warranty shall not cover the alleged defect.

If requested by Magni TH , the defective product must be returned to Magni TH , or other location designated by Magni TH , for inspection. Magni TH reserves the right to review the product's maintenance procedures to determine if any alleged defect is covered under this warranty. Delivery inspection forms are required for warranty validation and processing.

Magni TH 's obligation and liability under this warranty is expressly limited to, at Magni's sole option , repairing or replacing , with new or remanufactured parts or components, any part, which appears to Magni upon inspection to have been defective in material or workmanship. Replacement parts will be provided to buyer subject to Magni's current warranty claim handling processes. All products replaced under this warranty become the property of Magni TH.

Accessories, assemblies and components included in the product , which are not manufactured by Magni TH , are subjected to the warranty of their respective manufacturers.

This warranty shall be null and void if parts (including wear parts) other than genuine MagniTH's parts are used in or attached to the product or if serial numbers have been altered , defaced or removed with respect to Magni's products or if the product has been altered without MagniTH's written agreement.

MAGNI TH MAKES NO OTHER WARRANTIES , EXPRESS OR IMPLIED , AND MAKES NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

No employee or representative is authorized to modify this warranty unless such modification is made in writing and signed by an authorized officer of Magni TH

This warranty is continuous for the above stated periods , and "stopping and restarting" such periods ("stop and go") is not accepted by Magni TH

Magni TH's obligation under this warranty shall not include the items listed below as "items not covered by this warranty".

NO TRANSFERABILITY OF THIS WARRANTY : This warranty is limited to buyer or , if sold through a distributor of MagniTH, to the first end user of the product, and in not assignable or otherwise transferable without the written agreement of Magni TH.

ITEMS NOT COVERED BY THIS WARRANTY:

The following items are not covered under this warranty :

- Normal maintenance , adjustments , maintenance parts or wear parts , including without limitation wear pads , seals, gaskets, hoses, friction plates, glass, clutch and brake linings , filters , wire rope , exterior coating , proper tightening of bolts, nuts and fittings, adding or replacing fluids, filter , breathers, belts, nozzles, adjustments of any kind , services supplies such as hand cleaners, towel and lubricants, inspection , travel time.
- Product sold by any individual , corporation, partnership or any other third party that is not authorized by Magni TH to distribute the product.
- Damage or defect caused by, or other cost related , work performed by personnel not authorized by Magni TH to service or repair the product.
- Damage or defect caused by operation of the product by personnel or users not authorized , instructed or trained to operate the product.
- Damage or defect resulting from improper storage, weathering , lack of use, use into the corrosive or chemicals ambient.
- Damage or defect caused by operation of the product under extreme weather or geographical conditions without the written agreement of Magni TH.
- Damage or defect caused by non – compliance with Magni TH's campaign bulletins, product safety and service releases.

THIS WARRANTY IS EXPRESSLY IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, REPRESENTATIONS AND CONDITIONS, EXPRESS OR IMPLIED AND ALL OTHER STATUTORY, CONTRACTUAL, TORTIOUS AND COMMOM LAW OBLIGATIONS OR LIABILITY ON MAGNI TH 'S PART ARE HEREBY EXPRESSLY EXCLUDED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

IN THE EVENT OF ANY BREACH OF THE WARRRANTY BY MAGNI TH, MAGNI TH 'S LIABILITY SHALL BE LIMITED EXCLUSIVELY TO THE REMEDIES OF REPAIR OR REPLACEMENT OF ANY DEFECTIVE PRODUCT COVERED BY THE WARRANTY. NOTWITH STANDING ANYTHING CONTAINED IN THIS WARRANTY TO THE CONTRARY MAGNI TH SHALL NOT BE LIABLE FOR AND SPECIFICALLY DISCLAIMS ALL INDIRECT , CONSEQUENTIAL, INCIDENTAL, OR OTHER DAMAGES OR LOSSES , WHETHER OR NOT ADVISED OF THE POSSIBILITY THEREOF.