

## GENERAL CONDITIONS OF WARRANTY FOR NEW EQUIPMENT and PARTS

### NEW EQUIPMENT AND PARTS

**MANITOU Group**, under MANITOU® and GEHL® brands warrants that its new Equipment (means the machine, its parts and attachments), and Parts (spare part or attachments sold without the Equipment, new or remanufactured (REMAN)), that are approved and sold by MANITOU Group, are free from any defect (means absence or imperfection of what is delivered) in materials and/or workmanship related to its manufacture for the period defined below.

This Commercial Warranty is activated only through the MANITOU Group's direct commercial partners (Purchasing Customers / Dealers).

During this period, the warranty may be transferred to a third-party customer, subject to the following general conditions. No third party has any authority to make any warranty on behalf of MANITOU Group. Any warranty above and beyond the warranty offered in this General Conditions of Warranty is the sole responsibility of the party offering it.

As used in these General Conditions of Warranty, "MANITOU Group" refers to the Manitou entity that sold the Equipment or Parts, including Manitou BF and/or any of its subsidiaries, as the case may be.

MANITOU Group warranty requires full compliance with the instructions contained in the User/Operator's Manual of the Equipment or Parts

### WARRANTY PERIOD

	Whichever comes first	As of, whichever comes first
<b>STANDARD-CONNECTED MACHINES <sup>(1)</sup></b>	<b>24 (Twenty-four) MONTHS or 2000 (Two Thousand) HOURS</b>	The date of Registration <sup>(2)</sup> of the Equipment or 8 months after the date of MANITOU Group's invoice
<b>NOT CONNECTED MACHINES</b>	<b>6 (Six) MONTHS or 1000 (One Thousand) HOURS</b>	
<b>ELECTRIC-POWERED EQUIPMENT<sup>(3)(4)</sup>; TRACTION LITHIUM BATTERY Capacity Including Battery SOH (State of Health)<sup>(5)</sup></b>	<b>5 (Five) YEARS or 3 000 (Three Thousand) HOURS</b>	
<b>PARTS (NEW &amp; REMAN)</b>	<b>12 (Twelve) MONTHS from the assembly of the Part on the Equipment OR 18 (Eighteen) MONTHS from the date of invoicing of the Part by MANITOU Group</b>	

<sup>(1)</sup> Provided that all of the following conditions are met: 1- the Equipment is equipped as standard with a communication system integrated in the Connected Machine allowing data transmission; 2- a Subscription Agreement is duly signed on the day of the Commissioning of the Equipment and such Subscription Agreement is still in force at the time the warranty claim is made.

<sup>(2)</sup> "Registration" means the first start-up carried out at the customer's premises, at the end of which the end-customer shall acknowledge that the delivered Equipment conforms to the order, is in perfect working order and presentation condition, and that the User/Operator's Manual and the safety instructions have been received. The commissioning order must be signed/accepted by the customer.

<sup>(3)</sup> The warranty is specifically associated with the serial number of the battery integrated into the Equipment Registered.

<sup>(4)</sup> Excluding Warehousing range.

<sup>(5)</sup> State Of Health : The Battery Capacity Warranty covers gradual capacity losses of the battery once it falls below 70% State of Health.

Warranty repairs or replacements made will not extend the warranty period.

### THE WARRANTY COVERS

The costs, in accordance with the rates defined by MANITOU Group, of:

- **The repair of defective parts sold by MANITOU Group or their replacement with Parts sold by MANITOU Group** (repair is preferred to replacement, replacement covered if economically/ecologically justified and replacement with REMAN manufactured parts is preferred over new parts) - For ELECTRIC-POWERED EQUIPMENT: TRACTION LITHIUM BATTERY: during the first two years, the battery will be replaced with a new one only if repair is impossible. After the first two years, and until the end of the warranty period, the battery will be replaced with a battery having between 90% and 70% of SOH level (at least equivalent to what the defective battery should have had at the time of the defect).
- **Labor for dismantling and reassembly.**

All other costs, including diagnostic costs, transport, towing, customs and taxes, are excluded.

For the application of the warranty, MANITOU Group reserves the right to base its decision on the results of additional analysis, such as extractions of data (including data from MANITOU Group Services or Equipment), serial number records, oil, fluid or fuel analysis, etc.

For ELECTRIC-POWERED EQUIPMENT: TRACTION LITHIUM BATTERY, decision is based on battery health status, battery mileage, energy provided by the battery, and, when necessary, technical battery usage data necessary for recalculating its health status.

## **GENERAL CONDITIONS OF WARRANTY FOR NEW EQUIPMENT and PARTS**

Only qualified, and trained personnel (with specific licensed tools) from the MANITOU Group's business partners are authorized to perform warranty service.

### **THE WARRANTY DOES NOT COVER**

Repairs / interventions / deteriorations / damage caused by or arising from:

- Misuse, misapplication, improper storage, or failure to operate the Equipment or Parts in accordance with the User/Operator's Manual and other MANITOU Group policies referred to therein (including recommended maintenance and servicing);
- Modifications to the Equipment or Parts, including its safety and software systems, not expressly authorized by MANITOU Group;
- Failure to comply with good practices and state of art;
- The use of unauthorized accessories;
- The use of parts, fluids, or components other than those expressly authorized by MANITOU Group;
- An accident, vandalism, fire, negligence, or other circumstances outside the control of MANITOU Group, including a climactic event or natural disaster;
- An unfavorable environment (e.g., chemicals, dust, salt, corrosion, or erosion...);
- Maintenance or repair services performed by a party that is not authorized by MANITOU Group and/or by persons not trained by MANITOU Group;
- Parts which are guaranteed directly by the manufacturers and/or their representatives. In such a case, the manufacturer must be contacted directly;
- Improper handling, packaging, or shipping.

**The costs of regular maintenance and servicing, as well as normal wear and tear parts related to the use and number of hours of the Equipment and the ingredients, are not covered by this warranty, including, but not limited to:**

- Bulbs, fuses, spark plugs, brake linings and discs, clutch system, belts, tires, paint, screen wiper blades, jib pads, polyurethane wheels, and quick couplers, etc.;
- Oils, brake fluid, cooling fluid, ice washing fluid, grease, etc.;
- Parts related to the maintenance of the Equipment (e.g., oil, air, fuel, particle filters, etc.) and parts with abnormal degradation;
- Adjustments, periodic servicing, fuel circuit cleaning, filter maintenance, etc.

The extended warranty granted on a "commercial" basis by MANITOU Group is not an acknowledgement of liability.

**MANITOU Group shall not be held liable for any direct or indirect damage resulting from the performance of its obligations under this warranty - including the consequences of immobilization of the Equipment during the warranty period - such as machine rental, financial losses, production losses, operating loss, loss of profit, commitment of the buyer to third parties).**

MANITOU Group MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED (INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE), EXCEPT AS EXPRESSLY STATED IN THIS GENERAL CONDITIONS OF WARRANTY. ANY OF THESE LIMITATIONS EXCLUDED BY LOCAL LAW SHALL BE DEEMED DELETED FROM THIS WARRANTY; ALL OTHER TERMS WILL CONTINUE TO APPLY. SOME LAWS DO NOT PERMIT THE EXCLUSION OR LIMITATION OF THESE WARRANTIES AND THE BUYER MAY HAVE GREATER RIGHTS UNDER THESE POLICY LAWS.

The conditions of application are more precisely defined in the Warranty Manual.

Only General Conditions of Warranty written in French or English are binding. The other languages are only courtesy versions.

The General Conditions of Warranty are governed by the law defined in the General Conditions of Sales of the Equipment or the Part.

The foregoing supersedes all prior versions of the General Conditions of Warranty.

MANITOU Group reserves the right to modify the terms and conditions herein at any time.