

# HOIST INDUSTRIAL TRUCK WARRANTY

## ELECTRIC FORKLIFT TRUCK MODELS

Sold within the Continental United States, Canada or Mexico

### BASIC TRUCK WARRANTY—12 MONTHS 2,000 HOURS

Hoist Material Handling, Inc., 4407 Railroad Ave, East Chicago IL, 46312 (hereinafter: "Hoist"), warrants that each new Hoist industrial Marina truck listed above shall be free, under normal use and maintenance from defects in material or workmanship for a period of twelve (12) months from the date of first use or the first 2,000 key on hours, whichever occurs first.

### POWERTRAIN WARRANTY—36 MONTHS 6,000 HOURS

For a period of Thirty-Six (36) months from the date of first use or the first 6,000 key on hours, whichever occurs first. Hoist warrants the following major components:

1. Electric drive motors
2. Drive Controller
3. Planetary Drive Axle (excluding brake assembly)

### COVERAGE

During the specified warranty period, any defect in material or workmanship in any warranted item in a Hoist industrial truck shall be repaired or replaced at Hoist's option without charge by any authorized Hoist Material Handling, Inc. dealer located within the Continental United States of America, Canada and Mexico.

### EXCLUSIONS AND LIMITATIONS

The warranties contained herein shall not apply to or include any of the following.

1. Repair or replacement required as a result of: (i) accident; (ii) misuse or neglect; (iii) lack of reasonable and proper maintenance; (iv) repairs improperly performed or replacements improperly installed; (v) use of replacement parts or accessories not conforming to Hoist's specifications which adversely affect performance and/or durability; (vi) alterations or modifications that are not recommended or approved in writing by Hoist; and/or (vii) wear or ingestion of dirt into engine or hydraulic system due to lack of appropriate maintenance in normal or severe service operating conditions, such as foundries, lumber yards, cement plants or other dusty or severe uses, and deterioration of appearance items due to normal use or exposure.
2. Normal replacement of service items, such as, but not limited to, tune-up parts, oil filters and air filters that are listed in the periodic replacement table of the Operator's and Owner's Manual.

### EXCLUSIONS AND LIMITATIONS (continued)

3. All normal maintenance adjustments and services, such as, but not limited to, engine tune-ups, fuel system cleaning, wheel, brake, clutch, and load handling systems, that are listed in the periodic maintenance table of the Operator's and Owner's Manual.
4. Items subject to normal wear and tear, noise, vibration, or deterioration, such as, but not limited to brake linings, belts, motor brushes, contact tips, light bulbs, and paint.
5. Tires and tubes.
6. Batteries
7. Options, accessories or attachments not manufactured by Hoist.
8. Trucks operated outside the Continental United States of America, Canada or Mexico
9. Trucks not registered in the Hoist Warranty System.

### LIMITED REMEDY

- 1.0 The remedy under the warranties contained herein is limited solely to the repair of defects in material or workmanship by an authorized Hoist Material Handling, Inc. dealer at its place of business or, at Hoist's option, at the place where such industrial truck is maintained, during customary business hours. Hoist will not be liable for incidental or consequential damages such as inconvenience or loss of use of the Hoist industrial truck to the user, resulting from breach of the written warranty or any implied warranty.
- 2.0 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 LIABILITIES ON THE PART OF THE MANUFACTURER AND DISTRIBUTORS OF HOIST MATERIAL HANDLING, INC., INCLUDING EXPENSE, LOSS OR DAMAGE WHETHER DIRECT, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY, ARISING IN CONNECTION WITH THE SALE OR USE OF OR INABILITY TO USE THE HOIST MATERIAL HANDLING, INC. EQUIPMENT FOR ANY PURPOSE.
- 3.0 No authorized Hoist dealer is permitted or authorized to change, modify, or amend any term of the Limited Warranty.  
Some states prohibit exclusion or limitation of implied warranty of merchantability or fitness for a particular purpose, and/or of incidental or consequential damages, so you may have additional rights.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL WARRANTIES, EXPRESSED OR IMPLIED, OBLIGATION OR LIABILITIES OF HOIST MATERIAL HANDLING, INC. DEALERS