

SKYJACK EQUIPMENT WARRANTY POLICY

1. NEW EQUIPMENT WARRANTY

The warranties described below are provided by Skyjack Inc. (“Skyjack”) to the original purchaser (“Purchasers”) of new Skyjack mobile elevating work platforms, namely vertical mast lifts, scissor lifts and boom lifts (“MEWP Products”), as well as telehandlers (“Telehandlers”, and together with MEWP Products, the “Equipment”). Skyjack’s liability with respect to the Equipment shall be limited to the Equipment Warranties (as defined below), which constitute Skyjack’s entire and exclusive warranty as to the Equipment and is the sole and exclusive remedy for defects in material or workmanship.

- A) Subject to the limitations and exclusions herein and subject to Sections 1(C) and 1(D), Skyjack warrants that, while using the Equipment in the country into which it was originally sold by Skyjack, if any component or part of the Equipment manufactured by Skyjack proves to be defective in material or workmanship within: (i) two (2) years from the date the Equipment was originally invoiced to the Purchaser, was put into service, or 3,000 hours of use, whichever occurs first or (ii) such other warranty period pursuant to any additional warranty purchased by Purchaser from Skyjack or provided by Skyjack in writing (each, a “Limited Equipment Warranty Period”), Skyjack will either repair or replace, at its option, any components or parts covered under this limited warranty which are determined by Skyjack in its sole discretion to be defective during the Limited Equipment Warranty Period, subject to the requirements set forth in Section 4 (the “Limited Equipment Warranty”). If any Structural Component (defined below) of the Equipment manufactured by Skyjack proves to be defective in material or workmanship thirty-six (36) months following the expiry of the Limited Equipment Warranty Period (“Structural Warranty Period”), Skyjack will either repair or replace, at its option, any Structural Components which are determined by Skyjack in its sole discretion to be defective at no charge (“Structural Component Warranty”, and together with the Limited Equipment Warranty, the “Equipment Warranties”). “Structural Components” shall be limited to the following, as determined by Skyjack in its sole discretion, and will not include any other parts, components, or subassemblies: base frames and weldments, scissor arm weldments, scissor platform deck weldments (excluding railings and extension decks), boom section weldments, boom platform weldments (excluding railings and kick plates), frame weldments, vertical mast base frame, mast weldments, and vertical mast platform weldments (excluding railings and extension decks). In no event shall Skyjack’s liability in respect of a Structural Component or a non-Structural Component exceed the cost to repair or replace the defective component.
- B) Skyjack shall have no obligation to make any payments in lieu of repair of the Equipment in satisfaction of the Equipment Warranties, provided however, that Skyjack may elect to reimburse a Purchaser for certain reasonable costs incurred to repair or replace the Equipment covered by the Equipment Warranties, as determined by Skyjack in its sole discretion, which costs may include the Purchaser’s labour costs at a rate determined by Skyjack in its sole discretion.

- C) The Equipment Warranties are transferable by the Purchaser to subsequent purchasers of the Purchaser's Equipment ("Secondary Purchasers"). The Equipment Warranties assigned to Secondary Purchasers shall continue to be subject to the Limited Equipment Warranty Period, the Structural Warranty Period, and all other terms, conditions, and exclusions set forth herein.
- D) Skyjack does not assume or authorize any person (including any distributor or dealer) to give any further warranty on Skyjack's behalf in respect of the Equipment or incur any additional obligation or liability on Skyjack's behalf.

2. LIMITATIONS AND EXCLUSIONS

- A) THE EQUIPMENT WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, AND SHALL CONSTITUTE THE SOLE RECOURSE PURCHASER HAS AGAINST SKYJACK IN CONNECTION WITH ANY DEFECT IN THE EQUIPMENT. SKYJACK DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED BY STATUTE, COMMON LAW, OR EQUITY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. PURCHASER AGREES THAT SKYJACK SHALL NOT BE LIABLE TO PURCHASER UNDER ANY CIRCUMSTANCES FOR ANY CLAIMS ARISING FROM OR ATTRIBUTABLE TO LOSS OF BUSINESS, GOOD WILL, LOSS OF PROFITS, LOSS OF BUSINESS REPUTATION, OR ANY OTHER SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES.
- B) The Equipment Warranties do not include coverage for any defects in the following parts and components of Equipment which are warranted separately (the "Supplier Components") by Skyjack's supplier ("Supplier"): (i) engines and engine components, (ii) tires, (iii) batteries, (iv) drive train components, including but not limited to, axles, transmissions, drive shafts, brakes, and brake components, and (v) telematics systems. For greater certainty, Skyjack is not responsible for, and Purchasers and Secondary Purchasers shall have no claim against Skyjack in respect of, any defects in the Supplier Components. Any warranty for the Supplier Components is provided through the original equipment manufacturer of such Supplier Components or its distributor organization.
- C) Skyjack is not responsible for, and Purchasers and Secondary Purchasers shall have no claim against Skyjack, whether under the Equipment Warranties, in tort, contract, or equity, in respect of any damage arising from or related to:
 - i) Depreciation or damage to the Equipment caused by normal wear and tear;
 - ii) Consumables, such as filters, grease, fuel, hydraulic oil, engine oil, fuses, relays and diodes;
 - iii) The cost of normal maintenance and replacement of wear items including, but not limited to, lamps, bulbs, wear pads, bushings, glass windows, windshield wipers, and tires;
 - iv) Depreciation or damage resulting from accident, floods, fires or other natural disasters or acts of God, improper storage, abuse, rock damage, neglect, harsh environments or from use of the Equipment in a manner not intended by Skyjack;

- v) Electrical failures due to loose wiring or corrosion;
 - vi) Duties, taxes, and environmental fees, including but not limited to, disposal or handling of tires, batteries and petrochemical items;
 - vii) Third party accessories, including but not limited to welders; and
 - viii) Damage resulting from failure to use or maintain the Equipment in accordance with Skyjack's instructions (including Skyjack's Operation Manual, Parts Manual or Service Manual, and any service advisories or bulletins published by Skyjack from time to time), or applicable law or technical standards (ex. ANSI, CSA, CE, SAIA, etc.).
- D) Skyjack shall have no obligation to perform the Equipment Warranties or Limited Parts Warranty (as defined below) if:
- i) The Equipment has been operated with any accessory, equipment, component, or part not manufactured by Skyjack or not approved for use by Skyjack;
 - ii) The Equipment has been repaired, altered, or modified without Skyjack's approval, or if the Equipment has been operated subsequent to its involvement in a tip over, accident, or breakdown, unless the Purchaser furnishes evidence which, in the sole determination of Skyjack, confirms that such repair, alteration, modification, or operation subsequent to its involvement in an accident or breakdown was not a cause of the defect;
 - iii) The Purchaser does not within thirty (30) days from the date of discovery of the defect, and no longer than thirty (30) days after the end of the Limited Equipment Warranty Period, Structural Warranty Period, or Limited Parts Warranty Period (whichever is applicable), provide written notice of the defect in accordance with Skyjack's claim procedure (as described in Section 4). Purchaser shall furnish evidence establishing the date of discovery of the defect, as determined by Skyjack in its sole discretion;
 - iv) The Equipment has depreciated or become damaged due to accident, floods, fires or other natural disasters or acts of God, improper storage, abuse, rock damage, neglect or use of the Equipment in a manner not intended by Skyjack;
 - v) The Equipment is repaired, refurbished, or modified by someone other than Skyjack or an authorized technician with training and qualification in accordance with applicable laws and technical standards (ex. ANSI, CSA, CE, SAIA, etc.);
 - vi) The Equipment has been exported out of the country into which it was originally sold by Skyjack; or
 - vii) The hour meter on the Equipment is rendered inoperative or the reading is altered.
- E) Nothing in subsection (D) shall prevent Skyjack from performing the Equipment Warranties if the effect of subsection (D) would otherwise cause Skyjack to refuse a means of diagnosis or repair to a Purchaser (including diagnostic and repair information, technical updates, diagnostic software or tools and any related documentation and service parts) in a manner that conflicts with applicable law.

- F) Minor adjustments to the Equipment, such as loose fittings, loose hardware (bolts, nuts, screws), loose connections, recalibrations, and machine settings are only covered under the Equipment Warranties when detected and repaired during the initial machine delivery, or within ninety (90) days of the initial delivery of the Equipment to the Purchaser.

3. PARTS WARRANTY

- A) Skyjack warrants that if any genuine factory model Skyjack component or part that is not a Supplier Component (“Factory Part”) that is installed by Skyjack on Equipment in accordance with the Limited Equipment Warranty proves to be defective in material or workmanship within six (6) months from the date of the Factory Part invoice of such Factory Parts (the “Limited Parts Warranty Period”), or such other time as may be required by applicable law, Skyjack will either repair or replace, at its option, the defective Factory Part (“Limited Parts Warranty”). Skyjack shall have no obligation to make any payments in lieu of its obligation to repair or replace the Factory Part in satisfaction of the Limited Parts Warranty, provided however, that Skyjack may elect to reimburse a Purchaser for certain reasonable costs incurred to repair or replace the Factory Parts covered by the Limited Parts Warranty, as determined by Skyjack in its sole discretion, which costs may include the Purchaser’s labour costs at a rate determined by Skyjack in its sole discretion.
- B) Notwithstanding Section 3(A), Skyjack shall not be responsible for, and the Limited Parts Warranty shall not include (unless otherwise prohibited by applicable law): (i) any expenses associated with any service call(s) and/or transportation of Equipment to and from the Purchaser’s place of business including, but not limited to, postage costs, shipping charges, insurance costs, and freight costs, (ii) any labour costs, and (iii) any service and/or maintenance not directly related to any defect covered under the Limited Parts Warranty.

4. WARRANTY CLAIM REQUIREMENTS

- A) Any obligations owed by Skyjack to a Purchaser under the Limited Equipment Warranty, the Structural Components Warranty, and the Limited Parts Warranty (collectively, the “Warranty Services”) shall be performed without charge to the Purchaser. All claims for Warranty Services must be submitted as follows: (i) with respect to Equipment owned in North America, the Skyjack Warranty Portal, or (ii) with respect to Equipment owned outside of North America in accordance with the instructions contained in Appendix A, in each case within the time period set out in Section 2(D)(iii) above. If a Purchaser in North America does not have a Skyjack Warranty Portal, they must contact the Skyjack Warranty Department in accordance with the instructions contained in Appendix A. Purchaser will be required to provide the following information related to the Equipment in order to make a valid claim for Warranty Services: the serial number, machine hours, failure date, description of failure, and any repairs undertaken by Purchaser. Upon request by Skyjack, Purchaser may be required to provide additional documentation, including but not limited to, photographs of the Equipment or Factory Part and/or confirmation of shipment of the Factory Part for Skyjack’s further assessment. Purchaser shall be responsible for any costs associated with shipping the Factory Parts to Skyjack. An RMA number issued by the Skyjack Warranty Department is required for all returned parts. Following a complete assessment of the claim, Skyjack shall, at its sole discretion, either accept or reject the claim.

- B) Failure to comply with the above procedures may delay approval and processing of claims and could result in the denial of a claim for Warranty Services. Purchaser must create and maintain a current account for the purchase of Factory Parts in order to receive warranty credits from Skyjack. Skyjack reserves the right to withhold the issuance of credits to a Purchaser if their account is not in good standing.
- C) If Equipment or Factory Parts are received damaged, it must be noted by the Purchaser on the Bill of Lading prior to signature. For further information regarding Equipment or Factory Parts, please refer to Appendix A.

5. IMPROVEMENTS OR CHANGES

- A) Skyjack reserves the right to make improvements or changes in design and specifications to subsequent models, designs, and iterations of the Equipment and Factory Parts at any time in its sole discretion, including through the use of service bulletins and advisories (“Improvements”). Nothing in this Warranty shall obligate Skyjack to fix, replace, upgrade, or modify the Equipment or Factory Parts to include any such Improvements.

APPENDIX A

Location	Contact Information
North America	warranty@skyjack.com or 1-800-275-9522 Extension #4.
United Kingdom, Ireland	Warranty@skyjackeurope.co.uk or +44-1691-676235
Scandinavia (Sweden, Finland, Denmark, Norway)	ScandinaviaWarranty@skyjack.com or +46(0)31212245
Germany	gewaehrleistung@skyjack.com or +49(0)23022026909
Benelux	Beneluxwarranty@skyjack.com or +49(0)23022026909
France	Frwarranty@skyjack.com or +33 (0) 4 78 73 53 32
Pacific Region (Philippines)	AsiaPacific@skyjack.com or +639479808392
Australasia	AustralasiaWarranty@skyjack.com or +61(0)298540700
Korea	Koreawarranty@skyjack.com or +82 3180435547
China	Chinawarranty@skyjack.com or +86 22 5877 5128