

HARLO®

Limited Warranty

Harlo Products, LLC (“Harlo”) warrants that if its forklift product (the “Product”) has a defect in materials or workmanship during the Warranty Period (as defined below), then Harlo will, at its option, (i) repair or replace the defective Product part or assembly or (ii) if Harlo determines that repair or replacement is not possible, provide a refund of the purchase price for the Product. If significant work is required to address a warranty claim, Harlo may elect to perform the work at its factory in Grandville, Michigan. Unless otherwise agreed by Harlo, Harlo shall not be obligated to bear the cost of any transportation connected with the repair or replacement of the defective Product part or assembly. To the maximum extent permitted by applicable law, the remedy set forth in this paragraph is the SOLE REMEDY for any breach of this warranty.

The term “Warranty Period” means (i) 24 months or (ii) 2,000 hours of use, whichever occurs first, in each case as calculated from the Start Date (as defined below).

The term “Start Date” means, with respect to a Product, the earliest of the following:

- (i) the date the Product is sold, leased or rented to an end-user customer who is not a distributor of the Product;
- (ii) the date the Product is put into service (i.e., into active use as a forklift) by a distributor of the Product or, if not put into service, the date on which the Product has been operated (e.g., started and moved around) for at least 50 hours; or
- (iii) the 2nd anniversary of the date the Product was originally purchased from Harlo.

EXCEPT FOR THE WARRANTY SET FORTH ABOVE, HARLO MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE PRODUCT, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, ALL OF WHICH ARE HEREBY DISCLAIMED.

THIS LIMITED WARRANTY DOES NOT COVER ANY OF THE FOLLOWING: (I) ORDINARY WEAR AND TEAR; (II) CONDITIONS RESULTING FROM MISUSE, NEGLIGENCE, ALTERATION, OR ACCIDENT OR LACK OF PERFORMANCE OF REQUIRED MAINTENANCE; (III) REPLACEMENT OF MAINTENANCE ITEMS, SUCH AS, FOR EXAMPLE, FILTERS, BRAKES, HOSES, BELTS, BATTERIES AND TIRES; AND (IV) NORMAL MAINTENANCE SUCH AS ENGINE TUNE-UP OR MAST ADJUSTMENTS. IN ADDITION, HARLO MAKES NO WARRANTIES REGARDING PRODUCT ENGINES OR ENGINE EMISSIONS. To the extent permissible, Harlo will assign any warranty that the engine manufacturer may offer for such engines or parts thereof, but Harlo does not guarantee that the manufacturer will comply with any of the terms of its warranty.

There is NO WARRANTY in case of any of the following: (i) improper use of the Product, including, but not limited to, operation after discovery of defective or worn parts, operation beyond rated capacity, failure to provide proper maintenance, and use of substitution of parts not approved by Harlo; (ii) alteration, destruction or removal of the serial number for the Product; and (iii) failure to pay for the Product.