

MANITEX

GEORGETOWN, TEXAS

WARRANTY - NEW EQUIPMENT

TRUCK-MOUNTED CRANE, FORKLIFTS AND MATERIAL HANDLING PRODUCTS

Manitex, hereinafter referred to as COMPANY (includes products marketed under the USTC brand name), warrants each new truck mounted crane, forklift, or material handling product manufactured by COMPANY to be free from defects in material and workmanship under normal use and service, for a period of one year from date of delivery. Warranty for components purchased by COMPANY shall be limited to the warranty of the component manufacturer.

COMPANY will repair or replace, at its option, if delivered to an authorized Distributor, any part or parts that in COMPANY'S opinion are defective.

All claims for defective parts must be processed through an authorized Distributor, using proper warranty claim procedures.

This warranty shall not apply to (i) normal wear and tear, (ii) any part of equipment that has been altered, modified, or changed, or (iii) any part or equipment that has been subject to misuse, abuse, neglect or accidents.

THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES WHETHER WRITTEN, ORAL OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE. The liability of COMPANY arising out of the sale, use or operation of COMPANY truck-mounted cranes, forklifts, material handling products or parts, whether in warranty, contract or negligence, including claims for special, indirect or consequential damages shall not in any event exceed the cost of furnishing a replacement for a defective part or equipment as hereinabove provided. Upon the expiration of the warranty period, as hereinabove provided, any such liability shall terminate. The foregoing warranty shall constitute the sole and exclusive liability of COMPANY.

Form Number: 6182

Revision Level: C

Revision Date: 04-01-2003



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Coverage & Conditions

1. Warranty Period

- A. Manitex warrants each new part(s) against defects in material and workmanship for a period of ninety (90) days from the date of installation by the first retail purchaser or user.
- B. If not installed the warranty will automatically begin six months after the factory ship date.
- C. The warranty period will not be extended if the part is sold after the warranty starts. If the part is sold during the warranty period, the warranty will transfer for only the amount of time remaining in the warranty period.

2. Warranty Coverage

- A. Manitex will repair or replace, at its option, any part(s) found to be defective by Manitex due to material or workmanship.
- B. The warranty covers the replacement parts only.
- C. Warranty for components purchased by Manitex are limited to the warranty of the component manufacturer.
- D. Parts warranted may only be serviced by Manitex distributors.
- E. Reasonable transportation or ground freight will be considered only when properly submitted on a warranty claim.
- F. All authorized Manitex distributors must provide warranty service to any part that is covered under warranty.

3. Limitation of Liability

Manitex shall not be liable for, and is not limited to:

- A. Any costs or expenses connected with repairs made by other than an authorized Manitex distributor without prior approval.
- B. Any damages resulting from the use of other than genuine Manitex replacement parts.
- C. Disassembly of major components or assemblies is not allowed without prior written approval from Manitex.
- D. Labor.



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- E. Any special, indirect, or consequential damages.
- F. Any loss, damage or incident sustained or caused by:
 - (1) The improper use of the equipment.
 - (2) Resulting from sabotage, vandalism or theft.
 - (3) Failure to maintain the equipment or components in accordance with established maintenance procedures. Improper maintenance does not constitute warranty.
 - (4) Continued use after component failure.
 - (5) Improper or incomplete installation by an end-user or third party not thoroughly inspected and documented by the selling distributor.

4. Items Not Covered By Warranty

Bulbs, Cables, Decals, Filters, Fuses, Hoses, Labels, Load Line, Loose Fittings, Lubricants, Oil, Paint, Safety Latches, Slider Pads, Switches, Truck Components, Shop Supplies, Environmental Charges, Food, Mileage, and Lodging.

5. Distributor Responsibilities:

Adjustments, Calibrations, Fees, Fuel, Labor, Lodging, Meals, Mileage, Overtime, Permits, Shop Supplies, Tolls, Travel.

6. Warranty Rates

- A. Manitex will reimburse only distributor net parts cost for warranty repairs attributed to material or workmanship. A copy of the invoice, or the invoice number for the part(s) must be submitted with the warranty claim.
- B. Warranty for purchased components are limited to the warranty of the component manufacturer.

7. Required Documentation

- A. Invoice numbers, for all parts associated with the warranty, must be included with each warranty claim.
- B. All claims regarding major serial numbered items must indicate the model and serial number of the failed component.



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- C. Photographs will speed up the evaluation process and further substantiate the warranty claim.

8. General Reasons For Warranty Processing Delays or Denials


- A. Parts that have been stored improperly. For information on proper parts storage contact Manitex.
- B. Insufficient information is provided on the RGA to determine why the part failed, the cause of failure, or repairs done.
- C. Requested defective parts not returned when/as requested in the Manitex RGA. All defective parts replaced under warranty are subject to return as directed by Manitex.
- D. Disassembly without prior written authorization.
- E. Claim not submitted within 45 days of failure.
- F. Documentation missing, i.e. part numbers and description missing from original sales order.

Withholding payment for parts invoices due to warranty claims or parts discrepancies is prohibited. This will result in your account being placed on hold.

9. Warranty Parts Expenses

- A. All funds must be in United States Dollars.
- B. List the quantity of each part.
- C. Describe the part.
- D. Record the Manitex invoice number.
- E. List the Manitex part number.
- F. Record the serial numbers of the defective parts. The following parts must have the serial number recorded on warranty claims:
Control Valves, Cylinders, LMI Components, Motors, Radio Remote Components, Pumps, Rotation Bearings, Swing Drives, Weldments, Winches.

Do not return any warranty parts until contacted by the Manitex Product Support Department. A Manitex "Returned Goods Authorization" (RGA) is required to return any part(s).

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10. Parts Warranty Processing

- A. It is the goal of the Manitex Product Support Department to finish processing of properly completed parts warranty requests in thirty working days after receipt at Manitex.
- B. Some of the factors that may cause delay in the processing are:
 - (1) Lack of information to justify the claim.
 - (2) Component supplier evaluation of purchased components.
- C. If a warranty claim is denied or adjusted for any reason comments will be made explaining the actions taken.
- D. When a warranty claim is approved Manitex will issue an RGA credit invoice to the distributor's, which is mailed to the distributor.

11. Disposition of Warranty Parts - Warranty parts listed on a warranty claim are subject to return, at the discretion of Manitex

- A. All parts listed on a warranty claim must be retained by the distributor for at least ninety (90) days from the date of the claim, unless given sooner disposition by Manitex.
 - (1) The defective part(s) may be scrapped if Manitex has not given instructions after ninety (90) days from the date of the claim.
 - (2) Failure to retain the parts for Manitex inspection/disposition may cause the warranty claim to be denied.
- B. All warranty claim part(s) must be properly stored to prevent further degradation of the part(s).
- C. In order to substantiate the warranty claim it may be necessary to place a mark on the component to indicate the point of failure.
- D. It is to the distributor's benefit to ensure all warranty parts are maintained in an orderly manner to ensure accurate tracking.

12. Returning Warranty parts

- A. If Manitex, or it's supplier, requires warranty part(s) to be returned, Manitex will advise the distributor with an RGA. The RGA will have the shipping address where the parts are to be shipped. Please reference the RGA number, as well as the vendor RGA number, on all correspondence regarding the claim.



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- (1) Any part(s) returned without the proper authorization, in the form of a Manitex RGA, will be immediately returned to the distributor, "Freight Collect".
 - (2) All part(s) returned to Manitex or our supplier must be fully assembled and all ports, cavities, etc., must be protected from contamination.
 - (3) Any part(s) returned in an unacceptable condition will be returned to the distributor "Freight Collect" and the corresponding warranty claim will be denied.
- B. Returned part(s) will be shipped pre-paid at the distributor's expense.



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Coverage & Conditions

1. Warranty Period

- A. Manitex (Manitex) warrants each new crane against defects in material and workmanship for a period of one year from the date of being placed in service or the date of delivery to the first retail purchaser or user.
- B. In the event the crane is not sold or placed in service the warranty will automatically begin six months after the factory ship date unless the dealer advises us, on a month-to-month basis by model and serial number, the number of units held in inventory. This does not apply to rental or demo units.
- C. Rental units - The warranty start date is the date the unit is placed in service in the rental fleet.
- D. If the crane is sold while under warranty the warranty is transferable to the new owner with the original warranty period.
- E. Warranty claims for repairs to cranes that have been stored improperly will not be accepted.
- F. On mounted units the warranty covers the crane only. The truck manufacturer offers the truck warranty. Be sure to follow the truck manufacturers warranty guidelines and procedures.
- G. On all units the "Warranty Registration and Pre-Delivery Inspection Form" must be completed, signed by both the customer and distributor representatives, and returned to Manitex. On knock downs (KD's) the "Certification And Agreement" form must also be completely filled out, signed, and returned to Manitex. These forms are available from Manitex.

2. Warranty Coverage

- A. Manitex will repair or replace, at its option, any part(s) found to be defective by Manitex due to material or workmanship.
 - (1) Manitex will pay original invoice amount for parts.
 - (2) Manitex reserves the right to pay for labor. If labor is allowed, the rate will be at 80% of the Manitex approved shop rate.



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- B. Warranty for components purchased by Manitex are limited to the warranty of the component manufacturer.
- C. An authorized Manitex distributor must conduct all warranty service.
- D. Reasonable transportation or ground freight will be considered only when properly submitted on a warranty claim.
- E. All parts replaced under warranty are subject to return as directed by Manitex and only with a Returned Goods Authorization (RGA) issued by Manitex. Unauthorized returns will be refused/returned at dealer's expense.
- F. All Manitex distributors are expected to provide warranty service to any crane that is covered under warranty.
- G. Disassembly of major components or assemblies is not recommended without prior approval from Manitex and may void the warranty.

3. Limitation of Liability

Manitex shall not be liable for, and is not limited to:

- A. Any costs or expenses connected with repairs made by other than an authorized Manitex distributor without prior approval.
- B. Any damages resulting from the use of other than genuine Manitex replacement parts.
- C. Any loss, damage or incident sustained or caused by:
 - (1) The improper use of the equipment.
 - (2) Resulting from sabotage, vandalism or theft.
 - (3) Failure to maintain the equipment or components in accordance with established maintenance procedures. Improper maintenance does not constitute warranty.
 - (4) Continued use after component failure.
 - (5) Improper or incomplete installation by an end-user or third party not thoroughly inspected and documented by the selling distributor.
- D. Any special, indirect, or consequential damages. This includes natural disasters, i.e. lightning, floods, hail, etc.



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4. Distributor Responsibilities

Adjustments, Calibrations, Fees, Fuel, Labor, Lodging, Meals, Mileage, Overtime, Permits, Shop Supplies, Tolls, Travel.

5. Items Not Covered By Warranty

Bulbs, Cables, Decals, Filters, Fuses, Hoses, Labels, Load Line, Loose Fittings, Lubricants, Oil, Paint, Safety Latches, Slider Pads, Switches, Truck Components, Shop Supplies, Environmental Charges, Food, Mileage, and Lodging.

Claims for warranty work performed by third parties must be pre-approved in writing and submitted on Manitex forms and must not include any of the above items.

6. Manitex Field Service Assistance

- A. If Manitex is required to provide field service for warranty repairs, the labor for distributor assistance will not be allowed under warranty.
- B. Parts and/or outside service required to remedy the problem will be accepted under warranty, subject to all of the other provisions of this warranty policy.

7. Warranty Rates

A. Part(s) Rate:

- (1) Manitex will reimburse only distributor net parts cost for warranty repairs attributed to material or workmanship, a copy of the invoice, or the invoice number for the part(s) must be submitted with the warranty claim.
- (2) Warranty for purchased components are limited to the warranty of the component manufacturer.

B. Labor Rate.

- (1) If warranty labor is approved, the rate will be 80% of the distributors standard shop labor rates.
- (2) Standard shop labor rate must be approved in accordance with paragraph 7.C. "Application For Warranty Rate Revision."



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- (3) The Manitex Flat Rate Tables are provided for distributor use in warranty and quoting labor. The times in the table are based on the distributor providing adequate training, tools, and facility to accomplish each task. Labor hours will be reimbursed in accordance with the Manitex Flat Rate Table found in Section IV of the Service Policy Manual.
- (4) For labor hours not listed in the table, Manitex will allow reasonable time for repair or replacement of faulty components based on competently trained technicians working in an adequate facility and provided with the proper tools.

C. Application For Warranty Rate Revision.

- (1) The labor rate is applicable only for the distributor's service department(s), which is directly involved in the repair or replacement of parts.
- (2) The warranty rate agreement will be reviewed from January through March of each year. The effective date will be April 1st through March 31st of the next calendar year.
- (3) In the event of a distributors service rate change request, Manitex must be notified in writing. All service rate revision requests must include substantiation such as copies of five different paid invoices and/or published schedule of posted service rates.
- (4) Distributor warranty labor rates must be approved prior to taking effect.
- (5) Manitex reserves the right to verify agreement rates.

8. Warranty Claim Procedure – General Requirements

- A. Warranty Registration and Pre-Delivery Inspection Form, Form Number 3044.doc Revision Level C dated 05-20-2003, and the Ownership Registration Card located in the Owner's Manual must be properly completed, signed (by both the distributor and customer representatives) and submitted to the Manitex Product Support Department within fifteen days of delivery to the to the first retail purchaser or user or being placed in service in a rental fleet.
- B. A claim may be considered without these forms only if the crane is being used solely for demonstration purposes prior to being delivered to the first retail purchaser or user.



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- C. All claims must be submitted to the Manitex Product Support Department within 45 days of the repair date. Warranty claims submitted in excess of 45 days from the repair date will be considered invalid and will be denied.
- D. If a crane is delivered to the first retail purchaser or user or otherwise put in service, without the submission of the required documentation in paragraph 7.A. above, the warranty will be retroactively started on the factory ship date.

9. Required Documentation

- A. A Manitex warranty claim form must be completed, signed, and submitted. Completing all fields will help to avoid any possible claim processing delays. Invoices for all parts and/or services associated with the warranty repair must be included with each warranty claim.

Withholding payment for parts purchased for warranty consideration is prohibited and will cause accounts to be placed on hold.

- B. Field/Service reports accurately detailing the warranty repairs to the crane must be included with each claim.
- C. All claims regarding major serial numbered items must indicate the model and serial number of the failed component and the new component.
- D. Photographs will speed up the evaluation process and further substantiate the warranty claim.

10. General Reasons For Warranty Claim Processing Delays or Denials

- A. Improperly filled out or incomplete warranty claim form.
- B. Warranty Registration and Pre-Delivery inspection Form (Form number: 3044.doc) is not on file.
- C. Requested failed parts are not returned when/as requested.
- D. Required support documents are not submitted with the claim.
- E. Warranty claim not submitted or accepted within 45 days of the date of repair.
- F. Insufficient information is provided on the warranty claim to determine what specific part failed, the cause of failure, or repairs done. Description such as "manufacturing defects", "poor quality",



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or "workmanship" will not be accepted. The claim will be denied and returned to the originator.

11. Warranty Claim Form Completion

- A. General information is needed in Section 1. Please complete all spaces for information regarding the crane, the distributor, and the customer.
- B. Nature of the warranty claim.
- (1) Describe the nature of the problem in Section 2.a.
Example: *"Swing reducer leaking gear oil from the shaft seal."*
 - (2) Detail the suspected reason why the failure occurred>
Example: *"Swing drive pinion seal extruded around shaft."*
- C. Describe the action(s) required to correct the problem(s).
Example: *"Removed swing drive, disassembled, installed new seal kit, reassembled, and tested."*
- D. Warranty Labor Expenses – All funds must be in US Dollars (US\$).
- (1) List the amount of hours from the Flat Rate Table allowed to repair the problem. The Flat Rate Tables are in the "Service Policy Manual" Section IV.
 - (2) Record the approved warranty labor rate.
 - (3) Multiply the warranty labor rate by .80 and record in the 80% allowance column.
 - (4) Multiply the hours by the 80% "Allowance" amount and record in the "Adjusted Cost" space.
 - (5) Each repair number and corresponding information must coincide with the required repairs to correct the problem. Failure to do so may result in reduced warranty consideration or claim denial.
 - (6) Total the "Adjusted Cost" column and record.
- E. Warranty Parts Expenses – All funds must be in US Dollars (US\$).
- (1) List the quantity of each part required to repair each problem.



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- (2) Describe the part and/or outside service needed to correct the problem.
- (3) List the Manitex part number used to correct the problem.
- (4) Record the serial numbers of the defective and replacement parts. The following parts must have the serial number recorded on warranty claim forms:

Control Valves, Cylinders, LMI Components, Motors, Radio Remote Components, Pumps, Rotation Bearings, Swing Drives, Weldments, Winches.
- (5) Record the invoice number showing payment for the parts used in the repairs. Attach a copy of the invoice to the warranty claim.
- (6) List the net "Unit Cost" and "Extended Cost" for each component.
- (7) Total the "Extended Cost" column and record.

F. Total Warranty Labor and Parts Expenses.

- (1) Add the total adjusted labor cost and the total dollar amount of the parts required to repair the crane and list in the "Amount Requested" space.
- (2) Sign and date the warranty claim form.
- (3) Retain the "Distributor" copy (Gold color) for your files and submit the claim with the required support documentation, reference Paragraph 8.

Do not return any warranty parts until contacted by the Manitex Product Support Department. An Manitex "Returned Goods Authorization" (RGA) is required to return any part(s).

- G. Contact the Manitex Product Support Department by fax or email to obtain additional warranty claim forms.

12. Warranty Claim Processing

- A. It is the goal of the Manitex Product Support Department to finish processing of properly completed warranty claims in thirty working days after receipt at Manitex.



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- B. If a claim is denied or adjusted for any reason comments, in the appropriate area of the claim form, will be made explaining the actions taken.
- C. When a warranty claim is approved, in whole or in part, Manitex will issue a credit invoice only to the distributor's account. A copy of the credit invoice and the completed evaluated claim will be mailed to the distributor.

13. Disposition of Warranty Parts - Warranty parts listed on a warranty claim are subject to return, at the discretion of Manitex

- A. All parts listed on a warranty claim must be retained by the distributor for at least ninety (90) days from the date of the claim, unless given sooner disposition by Manitex.
 - (1) The defective part(s) may be scrapped if instructions have not been given by Manitex after ninety (90) days from the date of the claim.
 - (2) Failure to retain the parts for Manitex inspection/disposition may cause the warranty claim to be denied.
- B. All warranty claim part(s) must be properly stored to prevent further degradation of the part(s).
- C. In order to substantiate the warranty claim it may be necessary to place a mark on the component to indicate the point of failure.
- D. It is to the distributor's benefit to ensure all warranty parts are maintained in an orderly manner to ensure accurate tracking.

14. Returning Warranty Parts

- A. If Manitex, or it's supplier, requires warranty part(s) to be returned, Manitex will advise the distributor with an RGA. The RGA will have the shipping address where the parts are to be shipped. Please reference the RGA number, as well as the warranty claim number, on all correspondence regarding the claim.
 - (1) Any part(s) returned without the proper authorization, in the form of an Manitex RGA, will be immediately returned to the distributor, "Freight Collect". This can substantially delay the claim processing and/or cause denial.
 - (2) All part(s) returned to Manitex or our supplier must be fully assembled and all ports, cavities, etc., must be protected from contamination.



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- (3) Any part(s) returned in an unacceptable condition will be returned to the distributor "Freight Collect" and the corresponding warranty claim will be denied.
- B. Returned part(s) will be shipped pre-paid at the distributor's expense.