

Standard 1 Year Warranty

This warranty statement applies to Kalmar RT Center LLC (KRTC) Equipment. The product is supplied by KRTC which is the legal entity responsible under this warranty. Before using the product, please read carefully through the Operators Manual, which accompanies the product. If an Operators Manual is not available, please contact KRTC for a copy.

Conditions for the applicability of this warranty

The following conditions must be met in order for this warranty to apply:

- •A delivery hand off inspection must be carried out by a KRTC designated representative as outlined in the Terms and Conditions
- •The product must be operated and maintained in accordance with the Operator and Technical Manuals
- •Only original spare parts supplied by KRTC shall be used in the maintenance of the product
- •Replaced parts must be kept available for inspection until the warranty claim is settled
- All defects under this warranty must be claimed in writing to KRTC within the period of time specified below.

It is the responsibility of the owner to ensure that the above conditions have been fulfilled.

Scope

Subject to the conditions in the warranty statement, KRTC warrants that the product specified in the acceptance certificate when delivered to the original purchaser and for the remainder of the warranty period is free from defects in material and workmanship. This warranty applies only to the original purchaser. This warranty does not apply to glass and consumable parts, for example: tires, fluids, hydraulic hoses, filters, belts, bulbs, fuses, fasteners, batteries, bearings, muffler, etc... unless it can be established that such part was defective at the time of delivery of the product to the original purchaser. KRTC reserves the right to change the designs or specifications of its product at any time without incurring any liability to carry out identical or similar changes to products already manufactured, sold or delivered to any purchaser.

Warranty Period

This warranty will remain valid for a maximum of twelve (12) months from the date of delivery of the product to the original purchaser or two thousand (1000) cumulative hours of operation, whichever occurs first.



Implementation of the Warranty

The warranty covers the repair or replacement using new or reconditioned parts at KRTC's option. Any defective parts that are replaced become the property of KRTC. All work to be carried out under this warranty must be performed by a KRTC designated service agent, approved in writing by KRTC. All such work is to be carried out according to KRTC's instructions and during normal working hours. Where applicable, KRTC shall deliver parts covered this warranty free of charge to the client's nearest international entry point. All other costs, such as duties are to be the responsibility of the client. When parts are required to be returned, KRTC reserves the right to accept or deny the associated costs in advance.

What the warranty does not cover

KRTC will not repair or replace any part that:

- (a) Has been damaged in shipment for which Kalmar is not responsible according to the applicable delivery conditions.
- (b) Becomes defective as a result of an accident after delivery to the original purchaser, improper or unauthorized service, overloading, carelessness, improper storage, handling or use.
- (c) Becomes defective as a result of normal wear and tear.
- (d) Becomes defective as a result of the use of spare parts which were not supplied by KRTC.
- (e) Has been used, maintained or serviced in a manner inconsistent with KRTC's Operator and Service Manuals.

This warranty does not cover routine mechanical adjustments such as are described and explained in the Operators or Service Manual furnished to the original purchaser. Such adjustments are the responsibility of the owner. KRTC shall not be liable for special, indirect, incidental, or consequential damages, whether in contract, warranty, tort, negligence or otherwise including, but not limited to, travel expenses, allowances for shipping costs, loss of use of the product, loss of profits or revenue, damage to other property, delays or claims by customers or other third parties for damages. Notwithstanding the before mentioned provisions, KRTC's mandatory liability under any applicable law relating to product liability, remains unchanged. KRTC does not accept any liability promises nor warranties relating to the product and its components that extend KRTC's liability beyond the conditions clearly expressed in this warranty.



Reporting of defects

It is the responsibility of the owner of the product to report any nonconformity under this warranty in writing to KRTC. All defects must be reported as soon as possible, but in no case later then fourteen (14) days after the occurrence. Any reported defect shall be inspected and confirmed by technical personnel from KRTC or designated service agent, if not otherwise agreed in writing.

REV A

Contact Information

Kalmar RT Center LLC

103 Guadalupe Drive

Cibolo, Texas 78108

Toll Free (800) 232-1236

Tel (210) 599-6541

Fax (210) 599-4009

www.kalmarrt.com