



Bucket, Aerial Lift and Service Utility Body truck products (Products) manufactured by Equipment Technology, LLC (ETI), are warranted to be free from defects in material or workmanship under normal use and service from the date of first delivery to the original purchaser through the applicable warranty period described below. This warranty does not apply to any material or component that has been changed or modified in any way by anyone other than an approved ETI dealer/distributor, agent or contractor. This Consumer Warranty Policy is subject to the Equipment Technology, LLC General Terms and Conditions (rev 4/21), a copy of which is available at [General Terms and Conditions | ETI](#) (General Terms), including, without limitation, the Warranty Section of the General Terms and the terms and conditions below.

AERIAL LIFT PRODUCT WARRANTY | STRUCTURAL COMPONENTS

The ETI limited lifetime warranty covers major structural components and is valid so long as the original purchaser owns the Product. As determined by ETI, major structural components will either be repaired or replaced due to defects in material or workmanship which existed at the time of first delivery. Only the following major structural components are covered by this warranty: Booms, boom articulation links, hydraulic cylinder structures, outrigger weldments, pedestals, sub-bases and turret weldments.

COMPONENT WARRANTY | ADDITIONAL COMPONENTS

For a period of twelve (12) months from the date of first delivery, ETI will either repair or replace any part (other than the major structural components) determined to be defective in materials or workmanship. To be eligible for coverage under this warranty, warranty service must be performed by an authorized ETI service technician or another service technician pre-approved by ETI prior to service. For eligible service during the warranty term, travel will be covered by ETI at \$60/hour up to a maximum of three (3) hours or 200 miles in one direction. For all contracting partners, as a minimum ETI warranty reimburses \$0.50/mile with a maximum of 200 miles and a minimum of 20 miles in one direction.

SERVICE UTILITY BODY PRODUCT WARRANTY | STRUCTURAL COMPONENTS

ETI warrants that the structural components of the Service Utility Body for two (2) years from the date of first delivery. This express warranty shall apply only to those Products which are properly installed, used and maintained in the type of operations for which the Product was designed and in which defects in material and workmanship appear within two (2) years from the date of first delivery, or, solely with respect to corrosion perforation in the case of a ETI Service Utility Body Product manufactured from galvanneal steel, if corrosion perforation appears within five (5) years from the date of first delivery.

WARRANTY ELIGIBILITY - The obligation by ETI under this express warranty for Products shall be only to the first purchaser and operator of the Product(s) covered under this warranty. Upon the discovery of an alleged defect, prompt notice in writing with the date of purchase, shipment and a detailed description of the defect must be provided to ETI. If ETI determined that the Product(s) or any part thereof, is defective in materials or workmanship, ETI shall have the option of repairing or replacing the Product or any part thereof. ETI is entitled to reject any warranty claims that are incomplete or not received on time. All components as delivered from ETI must be properly installed, proper maintenance must be performed and the appropriate service intervals must be followed according to ETI's service requirements during the warranty period, otherwise, the warranty shall be void. This warranty is not transferrable or assignable. This warranty expressly excludes and does not cover wear components such as bushings, wear pads, batteries or bucket liners.

WARRANTY EXCLUSIONS - Expressly excluded from this warranty are:

- Products that have not been operated or used as intended or maintained or repaired correctly and in compliance with ETI operating instructions, maintenance manuals and service bulletins.
- Unauthorized modifications to the Product(s) and/or to its electronic or hydraulic settings.
- Components or products that have not been mounted or installed in compliance with ETI installation procedures.
- Products which are repaired without using original ETI parts or are repaired by anyone other than an authorized ETI service technician or ETI pre-approved service technician.
- Any and all Products not manufactured by ETI, such as hose reels, inverters, generators or other accessory components. For these items, the Original Equipment Manufacturer (OEM) warranty will apply.
- Any mishandling, incorrect repair, abuse, misuse or accidents because of operation not recommended by ETI.
- Replacement or rental charges incurred due to Product down time.
- Transportation or delivery to a ETI service facility or the purchaser's location.

THIS LIMITED WARRANTY IS EXCLUSIVE, IS THE SOLE WARRANTY OF ETI, AND ALL OTHER WARRANTIES OF ANY KIND OR DESCRIPTION WHATSOEVER, INCLUDING WARRANTIES OF MERCHANTABILITY, QUALITY, TITLE, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE, WHETHER EXPRESSED OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, ARE EXCLUDED. ETI ALSO DISCLAIMS ANY LIABILITY FOR CLAIMS ARISING OUT OF MISUSE, IMPROPER PRODUCT SELECTION, IMPROPER INSTALLATION, MODIFICATION, MISREPAIR OR MISAPPLICATION.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL ETI OR ANY AFFILIATE, SUBSIDIARY OR DIVISION (PALFINGER GROUP) BE LIABLE TO PURCHASER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT ETI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. EXCEPT IN THE CASE OF CLAIMS RESULTING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ETI, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL PALFINGER GROUP'S AGGREGATE LIABILITY FOR ANY CLAIMS ARISING OUT OF OR CONNECTED WITH THIS AGREEMENT OR THE MANUFACTURE, SALE, DELIVERY OR USE OF ANY PRODUCT EXCEED THE PURCHASE PRICE PAID TO ETI FOR THE PART OR EQUIPMENT WITH RESPECT TO WHICH SUCH LIABILITY IS BASED. THE REMEDIES OF PURCHASER SET FORTH IN THE GENERAL TERMS AND THIS CONSUMER WARRANTY ARE EXCLUSIVE.