



PALFINGER Truck Mounted Forklifts Guarantee

PALFINGER grants its contracting partners (in the case of a direct sale the end customer, otherwise dealers or other resellers) a guarantee on the products sold. In the case of any selling on, PALFINGER holds its contract partners to passing on the guarantee conditions granted to the end customers as a minimum standard and to supporting the handling of the guarantee in a professional manner at all times. For PALFINGER's part, the company provides the following guarantee conditions:

Guarantee period for the PALFINGER product:

- 24 months or 800 operating hours full guarantee; and
- 36 months or 1200 operating hours guarantee on load bearing parts.

Other prerequisites for making successful guarantee claims are:

- a. The professional setting up of the product as per PALFINGER assembly guidelines.
- b. The presence of undamaged and correct seals on the product.
- c. Adherence to and proper documentation of the prescribed servicing intervals as per the service manual and/or operating instructions.
- d. The use of original replacement parts bought via the PALFINGER sales channel.

Guarantee claims cannot be made in the case of:

- a. Force majeure;
- b. Improper handling of the PALFINGER product;
- c. Using the PALFINGER product other than intended;
- d. Unauthorized modifications to the PALFINGER product and/or to its electronic or hydraulic settings;
- e. Incorrect repair of the PALFINGER product;
- f. Deficient or incorrect maintenance of the PALFINGER product (i.e. not in accordance with the stipulations of the servicing schedule; see service manual and/or operating instructions);
- g. The customer being at fault;
- h. Failure to follow any product upgrade programs that were prescribed by PALFINGER;
- i. Non-adherence to the operating instructions.

Based on its obligations as a dealer, the PALFINGER dealer must **take on every defective product case**, carry out the guarantee and warranty work and submit the guarantee claim to PALFINGER.

It is of course possible for the contract partners to grant **more far-reaching guarantee rights**. However, PALFINGER shall not be directly responsible to the end customer for these more far-reaching rights. PALFINGER shall in particular have no liability for any lost profits, simple pecuniary losses or consequential losses (e.g. missed earnings, downtime, travel allowances, lost profit, transfer costs, replacement vehicle, etc.) or any other direct or indirect losses.

The above remarks do not constitute any legally binding guarantee or other undertaking towards the end customer by PALFINGER, but rather serve solely to provide information on the guarantee rights regularly granted in individual cases by PALFINGER to its contract partners on a legal basis differing from this.