

HIRE SALES SERVICE LEASE TRANSPORT

New Forklift Warranty

TERMS & CONDITIONS

Forklifts Australia Pty Ltd (FORKLIFTS AUSTRALIA PTY LTD) warrants to the owner of each new forklift sold by FORKLIFTS AUSTRALIA PTY LTD or a FORKLIFTS AUSTRALIA PTY LTD authorised Dealer that for 24 months or 3000 operating hours, whichever comes first, FORKLIFTS AUSTRALIA PTY LTD will repair and replace components which are deemed defective in materials or workmanship free of charge, except for those items listed under the section entitled "What Is Not Covered". The warranty period begins on the date the forklift is delivered to the first retail buyer or put in use, whichever is earlier, subject to the following conditions.

New Owner Responsibility

- That the forklift owner regularly services the forklift with an authorised FORKLIFTS AUSTRALIA PTY LTD Forklift Dealer / repairer in the 2 year warranty period as per the manufacturer's recommendations stated in the owner's handbook.
- That genuine FORKLIFTS AUSTRALIA PTY LTD replacement parts are used throughout the 24 month service period.

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- Warranty repairs will be made at no charge for parts and/or labour. Components requiring replacement will be new or factory authorised remanufactured parts by an accredited FORKLIFTS AUSTRALIA PTY LTD dealer.
- Free warranty inspection at 1 month or 200 operating hours performed at no charge, except for fluid, lubricant, oil and oil filter replacement costs.
- All warranty is to be carried out at an authorised FORKLIFTS AUSTRALIA PTY LTD service agent or at a site location not greater than 50km radius from the capital city centre of the state that the unit was purchased from.

Periodic Maintenance Services

Proper maintenance and care of the forklift are indispensable for safe operating and lower overall running costs. The periodic maintenance services are minimum requirements which should be performed at your initiative. Additional maintenance services may be required since operating hours and conditions, varying loads, forklift usage and individual operating environments greatly contribute to the need for such services.

Design Change

FORKLIFTS AUSTRALIA PTY LTD has the right at any time to make changes to the design or specifications of any forklift distributed by FORKLIFTS AUSTRALIA PTY LTD without notice and without any obligation to make such changes to forklifts that have been sold in the past.

General Conditions

- 1. Operators of industrial equipment must be trained and authorised to operate equipment.
- 2. The forklift must not be operated if in need of repair.
- 3. Correct operating procedures must be observed.
- 4. All users must ensure that the forklift complies with all statutory rules or regulations.
- 5. Safety instructions and warning plates attached to the forklift remain the property of FORKLIFTS AUSTRALIA PTY LTD Forklifts Pty. Ltd and must not be removed without consent of FORKLIFTS AUSTRALIA PTY LTD.
- 6. Safety features of forklift must not be modified or removed.
- 7. The operator's manual must be read prior to use and must be observed at all times. Failure to observe the procedures may cause injury or death.

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- 8. All attachments used with the forklift must be approved and a rating plate stating the safe working load affixed in the operators view.
- 9. The specified maintenance regime must be observed.
- 10. Exhaust emissions from internal combustion engines can cause death. Adequate site ventilation is essential.

What Is Not Covered

- Any parts or components installed on the forklift which were not manufactured or supplied by the original
 forklift manufacturer, whether or not such parts or components were selected, recommended or installed by
 the FORKLIFTS AUSTRALIA PTY LTD distributor or dealer. Such parts or components may be covered by the
 warranties given by the manufacturers thereof and any claim should be made directly to such manufacturers.
- Tyres are not covered by warranty
- Air Conditioning units are not covered by warranty
- Any forklift which has been repaired other than by an authorised FORKLIFTS AUSTRALIA PTY LTD dealer or
 with parts or supplies not manufactured or supplied by FORKLIFTS AUSTRALIA PTY LTD, if they adversely
 affect the quality or performance of the forklift in respect of the defect for which the warranty is claimed.
- Any parts and labour costs incurred in connection with required or recommended maintenance services as outlined in your Operator's Manual.
- Normal maintenance services such as wheel alignment, engine tune-up, replacement of light bulbs, start and glow plugs, distributor & contractor points, brushes, drive belts, coolant hoses, clutch disc, brake shoes, filters, lubricant and coolant. (These components are deemed to deteriorate from normal wear and tear.)
- Damage and failure resulting from:
 - Misuse, accident, theft or fire. (Proper use is outlined in Operator's manual).
 - Use of improper of dirty fuels, fluids, lubricants or additives.
 - Lack of performance or proper maintenance services as outlined in your "Use of non-genuine FORKLIFTS AUSTRALIA PTY LTD parts'. Alterations tampering or improper repair.
 - Stone chipping chemical fallout, tree sap, salt, hail, windstorm, lightning and other environmental conditions.
- Normal deterioration of trim and/or paint.
- Any forklift on which the hour meter reading has been changed so that operating hours cannot be readily determined.
- INCIDENTAL OR CONSEQUENTIAL DAMAGES SUCH AS LOSS OF USE OF THE FORKLIFT, INDIRECT INCONVENIENCE OR COMMERCIAL LOSS.

New Owner Responsibility

Properly use, maintain and care for your forklift as outlined in your Operator's Manual. (It is recommended that you retain maintenance service records in the event a question should arise concerning proper maintenance of your forklift.)

Tyre Information

Tyres originally installed on new FORKLIFTS AUSTRALIA PTY LTD forklifts are not covered by warranty

Other Warranty Terms

The WARRANTY set out above is the only express warranty given by FORKLIFTS AUSTRALIA PTY LTD FORKLIFTS and FORKLIFTS AUSTRALIA PTY LTD FORKLIFTS does not authorise any person to create or assume any other warranty, obligations or liability in connection with this forklift. Any implied warranty of merchantability or fitness for a particular purpose, except as to the extent as required by law, shall be limited to the duration of this written warranty.

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