

LIMITED PRODUCT WARRANTY

Australia

Terex South Dakota, Inc., Terex USA, LLC, Terex Operations Italy, Terex United Kingdom Ltd., and Terex (Changzhou) Machinery Co. Ltd. ("Seller"), as to the equipment manufactured by each respective company, warrants the new equipment it manufactures or sells worldwide to be free, under normal use and service, of any defects in manufacture or materials for the following time periods, commencing on the date on which such equipment is invoiced to the original buyer ("Buyer") or, if Buyer is a distributor and resells such equipment to a third party, no later than six months after the original invoice date:

WITH RESPECT TO STRUCTURAL ELEMENTS: Self-Propelled Booms, Scissors, Telehandlers, and Runabouts: 5 years; Towed and All Other Products: 1 year;

WITH RESPECT TO ELECTRICAL COMPONENTRY: Self-Propelled Booms, Scissors, Telehandlers, and Runabouts: 2 years; Towed and All Other Products: 1 year;

WITH RESPECT TO HYDRAULIC COMPONENTRY: Self-Propelled Booms, Scissors, Telehandlers, and Runabouts: 2 years; Towed and All Other Products: 1 year;

WITH RESPECT TO O-RINGS, SEALS, HOSES AND BRAKES: Self-Propelled Booms, Scissors, Telehandlers, and Runabouts: 1 year,

provided that (1) Seller receives written notice of the defect within thirty (30) days of its discovery and Buyer establishes that (i) the equipment has been maintained and operated within the limits of rated and normal usage; and (ii) the defect did not result in any manner from the intentional or negligent action or inaction by Buyer, its agents or employees, and (2) the product registration for the new equipment has been completed and received by Seller within thirty (30) days of the equipment's "in-service" date. If requested by Seller, Buyer must return the defective equipment to Seller's manufacturing facility, or other location designated by Seller, for inspection, and if Buyer cannot establish that conditions (1) (i) and (1) (ii) above have been met, then this warranty shall not cover the alleged defect.

Buyer will bear any expense related to making warranty claims under this warranty. Any claims should be sent to Warranty Manager, Terex Australia, 33 Kimberley Street, Darra QLD 4076, +61 7 3456-4444. The provisions contained herein operate in addition to any statutory rights that Buyer may have including under the Australian Consumer Law (ACL).

Seller's obligation and liability under this warranty is expressly limited to, at Seller's sole option, repairing or replacing, with new or remanufactured parts or components, any part which appears to Seller upon inspection to have been defective in material or workmanship. Such parts shall be provided at no cost to the Buyer, FCA Seller's parts facility (Incoterms 2010). Freight charges are not covered. If requested by Seller, components or parts for which a warranty claim is made shall be returned to Seller at a location designated by Seller. All return freight charges are the responsibility of the Buyer. All components and parts replaced under this warranty become the property of Seller.

This warranty shall be null and void if parts (including wear parts) or attachments other than genuine OEM Seller parts and attachments, are used in, or attached to, the equipment.

Accessories, assemblies and components included in Seller's equipment, which are not manufactured by Seller or one of Seller's affiliates, are subject to the warranty of their respective manufacturers. Normal maintenance, adjustments, or maintenance/wear parts are not covered by this warranty and are the sole maintenance responsibility of Buyer.

SELLER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, AND MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, AS TO THE EQUIPMENT AND PARTS IT SUPPLIES.

No employee or representative of Seller is authorized to modify this warranty unless such modification is made in writing and signed by an authorized officer of Seller. Seller's warranty is continuous for the stated periods, and "stopping and restarting" such periods is not permitted.

Seller's obligation under this warranty shall not include duty, taxes, environmental fees, including without limitation, disposal or handling of tires, batteries, petrochemical items, or any other charges whatsoever. Seller shall not be liable for indirect, incidental, or consequential damages, even if advised of the possibility of such damages.

Improper maintenance, improper use, abuse, improper storage, operation beyond rated capacity, operation after discovery of defective or worn parts, accident, sabotage, Acts of God, or alteration or repair of the equipment by persons not authorized by Seller shall render this warranty null and void. Seller reserves the right to inspect the installation of the equipment and review maintenance procedures to determine if the failure is covered under this warranty.

Telematics. If a telematics system is included with the equipment, the telematics system is administered by a third party ("Teleservice Provider") and collects a range of operational data about the equipment including, but not limited to, usage, performance and reliability. Buyer consents to Seller's obtaining such data from the Teleservice Provider for warranty, product improvement, marketing and customer support purposes. In addition to the foregoing, Buyer consents to Seller's collection, management and reporting of data (personal and non-personal) about the equipment including, but not limited to, fuel consumption, up/down times, operation, defects, parts replacement, movement and location. Buyer shall gain any prior explicit consent from its customers and/or any third party, as required by applicable laws, enabling Seller and/or third parties to provide teleservices and data to Buyer. Buyer shall comply with all applicable laws relating to the provision of teleservices including, without limitation, any applicable data protection laws. In the event Buyer transfers ownership of the equipment, Buyer agrees to follow the transfer of ownership registration requirements specified at the telematics website. Buyer's subscription to any telematics services ("Telematics Services") shall be for the period, the approved region and at the rate selected by Buyer when subscribing. In the event of early cancellation of a subscription, Buyer agrees that it shall not be entitled to a refund of any fees paid in advance. If Buyer moves the equipment outside the approved region, Seller may at its option charge Buyer additional fees or deactivate the Telematics Services. Buyer acknowledges that the Telematics Services are subject to limitations that are imposed by or affect the Teleservice Providers such as area coverage, network capacity, reception, interference with communication signals and other problems which may impede or prevent provision of Telematics Services. These may also include hills, tall buildings, tunnels, weather, systems design, damage to or destruction of telematics systems, accidents or congestion. Seller is not responsible for any of the foregoing conditions. Under no circumstances shall Seller be liable for the failure of a Teleservice Provider to perform. In addition, Seller shall not be liable for delays or failures in performance or service interruptions due to circumstances beyond its control. Buyer understands that Seller and its Teleservice Providers cannot guaranty the security of wireless transmissions, and will not be liable for any lack of or breach of security in such wireless transmissions while providing Telematics Services. **SELLER'S MAXIMUM LIABILITY RELATED TO THE TELEMATICS SERVICES UNDER ANY THEORY (INCLUDING TORT, BREACH OF CONTRACT OR PRODUCT LIABILITY) IS LIMITED TO THE AGGREGATE FEES TO BE PAID UNDER THE SUBSCRIPTION AGREEMENT FOR THE CALENDAR YEAR IN WHICH THE INCIDENT CAUSING DAMAGE OCCURS.**

NO TRANSFERABILITY OF WARRANTY: This warranty is limited to the original purchaser or original end-user if sold to a distributor, and is not assignable or otherwise transferable without the written agreement of Seller.

ITEMS NOT COVERED BY WARRANTY

The following listed items, which are not exhaustive, are **NOT** covered under this warranty:

1. Items sold by any individual, corporation, partnership or any other organization or legal entity that is not authorized by Seller to distribute its equipment.
2. Inbound freight, duty and taxes for replacement components or outbound freight, duty, and taxes for any part requested as a warranty return.
3. Components which are not manufactured by Seller or its affiliates. Such components may include, but are not limited to, engines, batteries, tires, customer-supplied products, transmissions, generators/gensets, and axles.
4. Replacement of a complete assembly that is field repairable by the replacement or repair of defective part(s) within the assembly. Seller has the option to repair or replace any defective part or assembly.
5. Wear parts and maintenance services including, but not limited to: lamps, lenses, seals, gaskets, hoses, filters, breathers, belts, nozzles, friction plates, glass, clutch and brake linings, wire rope, nuts and fittings, exterior coatings, proper tightening of bolts, adding or replacing of fluids, adjustments of any kind, services, inspections, diagnostic time, travel time and supplies such as hand cleaners, towels and lubricants.
6. Damage caused by carrier handling. Any such claim for damage should be filed immediately with the respective carrier.

7. Repairs, work required or parts exposed as the result of age, storage, weathering, lack of use, demonstration use, or use for transportation of corrosive chemicals.
8. Damage resulting to the equipment or parts should the owner or operator continue to operate the equipment after it has been noted that a failure has occurred.
9. Damage caused by, or labour or other costs related to, work performed by personnel not authorized by Seller to service the equipment.
10. Travel, and related expenses, to a geographic area where Seller has no established service presence, or freight charges related to Buyer's shipment of equipment to an approved location for repair.

IN NO EVENT SHALL SELLER, OR ANY AFFILIATE, SUBSIDIARY OR DIVISION THEREOF BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOSSES RESULTING FROM ANY BREACH OF WARRANTY, REPRESENTATION OR CONDITION, EXPRESS OR IMPLIED, OR ANY TERMS OF THIS WARRANTY, OR ANY BREACH OF ANY DUTY OR OBLIGATION IMPOSED BY STATUTE, CONTRACT, TORT, COMMON LAW OR OTHERWISE (WHETHER OR NOT CAUSED BY THE NEGLIGENCE OF THE SELLER, ITS EMPLOYEES, AGENTS OR OTHERWISE), INCLUDING, WITHOUT LIMITATION, LOSS OF USE, LOST PROFITS OR REVENUES, LABOUR OR EMPLOYMENT COSTS, LOSS OF USE OF OTHER EQUIPMENT, DOWNTIME OR HIRE CHARGES, THIRD PARTY REPAIRS, IMPROPER PERFORMANCE OR WORK, LOSS OF SERVICE OF PERSONNEL, LOSS OF CONTRACTOR OPPORTUNITY AND PENALTIES OF ANY KIND, PERSONAL INJURY, EMOTIONAL OR MENTAL DISTRESS, OR FAILURE OF EQUIPMENT TO COMPLY WITH ANY APPLICABLE LAWS. The Seller's liability to the Buyer shall not in any event exceed the purchase price of the equipment.

THIS WARRANTY IS EXPRESSLY IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, REPRESENTATIONS AND CONDITIONS, EXPRESS OR IMPLIED AND ALL OTHER STATUTORY, CONTRACTUAL, TORTIOUS AND COMMON LAW OBLIGATIONS OR LIABILITY ON SELLER'S PART ARE HEREBY EXPRESSLY EXCLUDED TO THE MAXIMUM EXTENT PERMITTED BY LAW. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE LIMITED WARRANTY CONTAINED HEREIN. Seller neither assumes nor authorizes any other person to assume for Seller any other liability in connection with the sale of Seller's equipment. In the event that any provision of this warranty is held unenforceable for any reason, the remaining provisions shall remain in full force and effect.

Buyer's Rights Under the ACL

Where goods are sold for less than net \$40,000 and those goods are not to be re-supplied or used up or transformed in trade or commerce in manufacture or in repairing or treating other goods, Buyer may have statutory rights under the ACL that cannot be excluded. Similar rights may apply when services are supplied. The following statement applies only to the extent that the ACL applies and its provisions cannot be excluded:

Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.