

# STÄRKE ELITE LIMITED WARRANTY



Stärke Material Handling Group warrants that a new or unused Stärke Elite forklift (product) shall be free from defects in material and/or workmanship at the time of manufacture.

Should any part or parts of the product covered by this limited warranty be defective with respect to material and or workmanship, under normal use and maintenance, following the delivery of the product to the original purchaser/user during the period specified herein, Stärke Material Handling Group will replace or repair such Stärke Elite defective parts without charge, with new or repaired part(s), whichever Stärke Material Handling Group elects.

The obligation of this warranty shall be limited to replacement or repair cost only, of such defective parts. This warranty specifically excludes all liabilities for damage arising from loss of use or profits, incurrence of costs or expenses or injury to business, credit, reputation or financial standing and for all other consequential damages.

THIS WARRANTY IS DEFINITIVE AND EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES. NO IMPLIED OR STATUTORY WARRANTIES OF MERCHANTABILITY FOR A PARTICULAR PURPOSE SHALL APPLY.

## 1. *Period*

Stärke Material Handling Group's obligations under the warranty stated herein shall continue only for the following period:

- (a) STANDARD: Twelve (12) months or two thousand (2000) hours of use following the first delivery of the Stärke Elite product, whichever expires first, with respect to the whole parts originally incorporated in the said Stärke Elite product, except as excluded in (b) and item 3 below.
- (b) POWERTRAIN: Thirty-six (36) months or six thousand (6000) hours of use following the first delivery of the Stärke Elite product, whichever expires first, with respect to the Engine, Transmission, Torque Converter or Drive Axle Assembly originally incorporated in the said Stärke Elite product provided, however, that as to the following parts, the warranty period is (12) months or one thousand (2000) hours:
  - (1) Such accessories for engine like Carburetor, Air cleaner, Alternator, Starter, Regulator, Speed governor, LPG equipment and Ring gear of flywheel.

## 2. *Changes and Improvement*

Stärke Material Handling Group is constantly striving to improve its products. Changes in design and improvement will be made whenever the efficiency of its products is improved thereby, but without incurring any obligation to incorporate such improvements to any products which have been shipped or are already in service.

## 3. *Limitations and Exclusions*

The warranty stated shall not apply to the malfunction of the Stärke Elite product, if such is considered to be attributed to:

- (a) Failure to observe the instructions described in the Operations & Maintenance Manuals provided by Stärke Material Handling Group.
- (b) Lack of operating skill of the operator, including carelessness and abusive use, overloading and insufficient or improper maintenance.
- (c) Replacement of parts or assemblies which can be repaired by minor adjustments, such as adjustments for master/wheel/steer/hydraulic cylinder/inching valve/linkage/mast rollers/steer axle or tightening of all fittings, etc.
- (d) Any alterations, changes or modifications without prior written consent by Stärke Material Handling Group, or use of unauthorized replacement parts or components, or servicing performed by anyone other than Stärke authorized servicing representatives.
- (e) Any kind of misuse or detrimental exposure, including collision or accident.
- (f) Use of a lift truck within a facility in which the lift truck is not equipped for (i.e. an extremely dusty facility/no fan on lift truck engine).
- (g) Other causes not attributed to Stärke Material Handling Group such as flood, lightening, and other Acts of God.

Stärke Material Handling Group does not authorize or allow any other company or person to assume for it any liability in connection with the sale or service of all Stärke products.

Stärke Material Handling Group reserves the exclusive rights to change, modify and administer this warranty. This warranty is non-transferable.

Notwithstanding the warranty stated above, this warranty excludes, and does not apply to:

- (a) OIL, LUBRICANTS, FILTERS AND THE LIKE: Oil, grease, fuel, antifreeze, electrolyte, brake fluid engine oil filters, air filters, fuel filters, hydraulic filters, etc. and other similar expendables that are replaced during a warranty repair.
- (b) ELECTRIC PARTS: Points, plugs, condenser rotor, distributor cap, battery, fuse, electric bulb, wire harness, glow plug, etc.
- (c) OTHER CONSUMABLE PARTS: Tires, tubes, brake disc, brake pad and lining, belts, nozzles, rubber hose, seal, packing gasket, O-rings, hydraulic brakes rubber parts, glassware, grease fitting, nut, bolt, washer, cotter pins, bushings and the like.