

# STÄRKE ENERGY LIMITED WARRANTY



Stärke Material Handling Group warrants that a new and unused Stärke Energy Forklift (product) shall be free of defect 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 Energy defective part or parts without charge, with new or repaired part(s), whichever Stärke Material Handling Group elects.

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

THIS WARRANTY IS DEFINITE 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) Twelve (12) months or two thousand (2000) hours of use following the first delivery of the Stärke Energy product, whichever expires first, with respect to the whole parts originally incorporated in the said Stärke Energy product, except as excluded in (b) and item 3 below.
- (b) Two (2) years or four thousand (4000) hours of use following the first delivery of the Stärke Energy product, whichever expires first, with respect to the originally incorporated in the said Stärke Energy product provided, drive motor, hydraulic pump motor, and power steering motor.

## 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 in any products, which have been shipped or are in service.

## 3. *Limitations and Exclusion*

The warranty stated shall not apply to the malfunction of any Stärke Energy product if they are considered to be attributed to:

- (a) Failure to observe the instructions described in Operation & Maintenance Manuals published 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 adjustment for master/wheel/steer/hydraulic cylinder, inching valve, linkage, mast rollers, steer axle, 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 a Stärke Material Handling Group authorized service representative.
- (e) Any other kind of misuse or detrimental exposure, including collision or accident.
- (f) Other causes not attributable 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 sales or service of this equipment.

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 shall exclude and not apply to:

- (a) OIL, LUBRICANTS, FILTERS, AND THE LIKE: Oil, grease, electrolytes, brake fluid, hydraulic filters, etc... and other similar expendable that are replaced during a warranty repair.
- (b) ELECTRIC PARTS: Fuses, electric bulb, wire harness, etc.
- (c) OTHER CONSUMABLE PARTS: Motor brushes and contact tips, tires, tubes, brake disc, brake pads and lining, belts, nozzles, rubber hose, seal, packing gasket, O-rings, hydraulic brake rubber parts, glassware, grease fitting, nut, bolt, washer, cotter pits, bushing and the like.