

# GRADALL® LIMITED WARRANTY

Gradall Industries, Inc. d/b/a Gradall ("Gradall") will repair or replace, at its option, any factory-installed part that is defective in materials or workmanship under normal use. Any needed part replacements will be made using new or remanufactured parts. This Limited Warranty is limited to repairing or replacing, at Gradall's option, any part proven defective under normal use; provided that the product has been properly registered with Gradall within thirty days after the in-service date and that all required reports are current. The warranty period begins on the product's in-service date, which is the first date the unit is either delivered to an end-user (the "Owner"), for purchase, rental or lease.

*THIS WARRANTY EXTENDS ONLY TO THE ORIGINAL PURCHASER FROM GRADALL INDUSTRIES, INC. AND IS NON-TRANSFERABLE.*

The Owner is responsible for all normal preventative maintenance and scheduled maintenance as detailed in the machine's Operator and Safety Manual. The Owner is also responsible for:

- Keeping the Operator and Safety Manual available to the operator of the product.
- Using the product in accordance with the Operator and Safety Manual.
- Releasing the product for warranty work.
- Reporting accidents immediately to Gradall.
- Using the product for safe, approved applications and using only approved accessories.
- Complying with factory initiated Field Campaigns.
- Using only approved components for maintenance and replacement parts.
- Ensuring that the operator of the product has been properly trained in the safe and proper use of the product.

This Limited Warranty is subject to those limitations and exclusions as listed in the Gradall Policies & Procedures Manual (41200037), which includes timelines and requirements for making claims under this Limited Warranty.

## STANDARD WARRANTY

Gradall products carry the following warranties from the unit's in-service date for 2019 model-year (and beyond) machines:

- Standard Machines. . . . . 2 Years or 3000 hrs., whichever comes first.
- Special Industrial Machines . . 1 Year or 1500 hrs., whichever comes first.

*"Standard" and "Special Industrial" machine model designations are defined in the Gradall Policies & Procedures Manual (41200037)*

## What Is Not Covered

- Parts associated with unit maintenance are not warranted beyond 1 year of the product's in-service date.
- Items subject to normal wear and tear, noise, vibration, or deterioration are not warranted.
- This Limited Warranty does not cover damage caused by abusive usage or extreme applications.
- Any operation beyond the rated capacity or the improper use or application of the product or the substitution of parts not approved by Gradall or the failure to release the product for warranty work.
- Tires, engines and batteries are warranted by the applicable Manufacturer.
- Corrosion due to external forces or damage caused by stones, salt, gravel, accidents, chemicals or other forms of impact, industrial fallout or pollution, or previous repair.
- External surface rust left unrepaired due to neglect of the product.
- Chassis not manufactured by Gradall.



#### **EXTENDED WARRANTY**

An Extended Warranty may be purchased for a Gradall product at any time up to the end of the Standard Warranty period. A maximum of 1 extra year of Extended Warranty may be purchased for a maximum warranty period of 3 years.

#### **What Is Not Covered**

- Items subject to service, maintenance, or normal wear, including but not limited to O-rings, Seals, Hoses, Paint, Tires, Belts, or Filters.
- Items supported by separate warranties such as the Engine or Transmission.
- Extended Warranty is not available for Special Industrial Machines and/or Applications due to their extreme nature.

#### **MISCELLANEOUS**

- Proper venue for any lawsuits arising from or related to this Limited Warranty shall only be in Tuscarawas County, Ohio, and governing law shall be the laws of the State of Ohio.
- Gradall may waive compliance with any of the terms of this Limited Warranty, but no waiver of any terms shall be deemed to be a waiver of that term in the future or of any other term.
- If any provision of this Limited Warranty shall violate any applicable law and is held to be unenforceable, then the invalidity of such provision shall not invalidate any other provisions herein.

EXCEPT AS PROVIDED HEREIN, GRADALL MAKES NO WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE WITH RESPECT TO PRODUCTS OR PARTS FURNISHED BY GRADALL. EXCEPT AS PROVIDED HEREIN, GRADALL SHALL HAVE NO LIABILITY OR RESPONSIBILITY TO OWNER OR ANY OTHER PERSON OR ENTITY WITH RESPECT TO ANY LIABILITY, LOSS, OR DAMAGE CAUSED OR ALLEGED TO BE CAUSED DIRECTLY OR INDIRECTLY BY THE PRODUCTS INCLUDING, BUT NOT LIMITED TO, ANY INDIRECT, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES RESULTING FROM THE USE OR OPERATION OF THE PRODUCTS OR ANY BREACH OF THIS WARRANTY. GRADALL'S MAXIMUM LIABILITY UNDER THIS WARRANTY SHALL BE THE PURCHASE PRICE PAID TO GRADALL WITH RESPECT TO THE WARRANTED PRODUCT.

## **GRADALL®**

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