

# HIAB USA Warranty Summary

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## HIAB USA INC. Warranty and Limitations of Liability

### HIAB CRANES & LOADERS

**I. SUMMARY STATEMENT OF STANDARD WARRANTY, LIMITATIONS OF LIABILITY AND PURCHASER'S WARRANTY CLAIM PROCEDURE. SEE HIAB SERVICE AND WARRANTY MANUAL GB FOR FULL DETAILS. A PRINTED COPY OF THE HIAB SERVICE AND WARRANTY MANUAL IS INCLUDED WITH THE CRANE OPERATOR'S MANUAL WITH ALL DELIVERIES.**

This document describes the Warranty applicable to your HIAB truck-mounted crane (hereafter referred to as "Equipment"). In this Warranty, Hiab USA Inc. ("Hiab") warrants the Equipment to be free from defects in material or workmanship under normal maintenance, use and service conditions. Exceptions to this Warranty are as follows:

- Any parts, components or conditions excluded in Sections II or III.
- Parts and components used in the Equipment but manufactured and warranted by someone other than Hiab or the manufacturer of the Equipment. For such separately warranted components, Hiab will pass the manufacturer's warranty onto the Purchaser.

Hiab's Warranty extends only to the first retail Purchaser ("Purchaser") and cannot be assigned to or enforced by any other person. While in the ownership of the original Purchaser, the Equipment shall be used exclusively by such Purchaser and by no other person or entity. Therefore, there shall be no third party beneficiary to the warranty contained herein. Purchaser, as defined herein, also includes a distributor or other seller who purchases Equipment for their own use instead of for resale.

The Warranty is limited to defects in material or workmanship that occur within **24 months** after the earlier of the date of invoice to the Purchaser or the date of first use by the Purchaser (provided the equipment is put in service within six months of the Hiab USA Inc. invoice date). In all cases, the warranty period will commence six months after delivery or when the equipment registers 10hrs of use.

Further, the crane is covered by a **60 month** "*parts only*" structural warranty (excludes labor in years 3-5). Additionally, certain components may have separate warranties provided by the manufacturers of such components, Hiab will pass these manufacturers' warranties onto the Purchaser.

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In addition, for Equipment in continuous operation the warranty period will terminate when the crane has performed total S rated lift cycles as detailed below.

S-Classification	Maximum Lifts for Structural and Extended Warranties
S0	40K
S1	50K
S2	100K
S3/S4	150K

The obligation of Hiab under this Warranty is limited to repair or replacement (at Hiab's option) of defective parts or components. Except as provided otherwise in this Warranty, repair or replacement will be made free of charge for both parts and labor. Correction of defects, in the manner and for the period of time provided above, shall constitute fulfillment of all liabilities of Hiab to Purchaser, whether based on negligence or otherwise, with respect to or arising out of such Equipment.

Hiab's obligation under this Warranty shall not include any transportation charges or any liability for direct, indirect or consequential damages or delay. Any improper use, operation beyond capacity, substitution of parts not approved by Hiab, or any unauthorized alteration or repair voids this Warranty. The remedies set forth herein are exclusive, and the liability of Hiab, whether in contract, in tort, under any warranty, or otherwise, shall not exceed the price of the Equipment on which the liability is based.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY AND ALL OTHER WARRANTIES. EXCEPT AS EXPRESSLY SET FORTH HEREIN, HIAB MAKES NO REPRESENTATION OR WARRANTY, STATUTORY, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT OR THE PARTS OR COMPONENTS MANUFACTURED OR SUPPLIED BY HIAB, WHETHER AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER MATTER, AND ALL SUCH OTHER WARRANTIES ARE EXPRESSLY DISCLAIMED. IN NO EVENT, INCLUDING IN THE CASE OF ANY CLAIM OF NEGLIGENCE, SHALL HIAB BE LIABLE FOR INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY TYPE, NOR SHALL HIAB BE LIABLE FOR ANY AMOUNT EXCEEDING THE PURCHASE PRICE OF THE WARRANTED PRODUCT, PART OR COMPONENT.

Purchaser assumes all risk and liability resulting from the use of the Equipment, whether used singly or in combination with other goods or equipment. Hiab assumes no other liability in connection with the sale or use of the Equipment, and there are no oral agreements or warranties collateral to or affecting the sale of the Equipment.

**NO PERSON IS AUTHORIZED TO MAKE, ON BEHALF OF HIAB, ANY REPRESENTATIONS OR WARRANTY BEYOND THOSE EXPRESSED HEREIN**

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## II. WARRANTY CLAIM AND REPAIR PROCEDURES

If any warranted parts or components prove to be defective within the Warranty period, contact Hiab. Depending upon the nature of the defect, Hiab will (at Hiab's option) either repair or replace the defective component itself, or forward it to the manufacturer's factory for repair or replacement. Hiab reserves the right to retain possession of any part or component that it replaces, and to use reconditioned parts.

If Equipment is taken to a facility other than a Hiab branch facility or an authorized Hiab Service Partner, Purchaser must contact Hiab prior to repairs. Hiab will advise if the requested service facility is qualified to perform the repairs.

Purchaser, or Purchaser's Equipment service facility, must provide satisfactory documentary evidence, upon request, that all applicable maintenance requirements have been met during the entire Warranty period.

No warranty claim will be honored unless Hiab has received a written Warranty Claim Report describing the defect within thirty days of discovery of such defect. If a Warranty Claim Report is not received within thirty days of discovery of such defect, any warranty claim shall be considered waived by the Purchaser.

## III. WHAT IS NOT COVERED BY THE WARRANTY

In addition to limitations of this Warranty described above, Hiab expressly excludes from warranty coverage of the following:

- Periodic maintenance, adjustments or checks required by Hiab procedures or commonly performed on cranes, including replacement of normal service items such as filters or hydraulic components.
- Any damage or malfunction due to improper maintenance or repairs (including warranty repairs) performed by a service facility that is not Hiab or a Hiab Service Partner and is found by Hiab in its sole determination not to be competent in the maintenance or repair of Hiab Equipment. This may include Purchaser's own service facilities.
- Any component oil or lubricant samples reveal the presence of foreign contaminants, additives, or fluids other than the Manufacturer's specified oil or lubricant.
- Consumables such as lubricants and fluids.
- Normal deterioration or degradation of appearance due to use or exposure on items such as rubber components and exterior finish.
- Purchaser's towing or travel time costs or cost of rental unit or loaner unit.
- Cleaning of unit in preparation for service – such as pressure washing or degreasing.
- Purchaser's loss or misplacement of any components of the Equipment.
- Any Equipment or truck, tractor or trailer ("Transport Vehicle") damage or malfunction caused by the Equipment or transporting of the Equipment if, in Hiab's sole judgment, any one of the following has occurred:
  - The Equipment was installed improperly on the Transport Vehicle by someone other than Hiab.
  - The Transport Vehicle was of insufficient capacity, size, or rating or, if required, counterweight, axles, or other required modifications to properly transport the Equipment were not made on the Transport Vehicle.

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- There is evidence that the Transport Vehicle was overloaded, abused, or otherwise improperly or illegally operated.
- Correction or other resolution of any charge or finding of non-compliance with Federal, State or Local laws or regulations governing the use of the Transport Vehicle carrying the Equipment.

## **IV. THIS WARRANTY DOES NOT APPLY:**

- To parts and accessories which are not part of the base crane. Examples include, but are not limited to: pumps, PTO, crane attachments, beds, subframe/riser. These items are covered separately under specific warranties which vary by manufacturer. See manufacturer's warranty statements for details.
- If the Equipment, part or component has been damaged by accident, abuse, misuse, misapplication, neglect or failure to properly service and maintain (as administered by Hiab or an authorized Hiab Service Partner), or as a result of service, disassembly or modification without Hiab's express authorization.
- If the Equipment is rented or loaned by the Purchaser to other parties.
- If the Equipment, part or component continues to be operated after an obvious problem has been identified.
- If service or repair work has not been performed in compliance with Hiab operating procedures and maintenance instructions.
- If seals have been broken, or if the Equipment has been altered or fitted with attachments without Hiab's prior written approval.
- If parts not made or supplied by Hiab or the manufacturer have been used in connection with the Equipment, if in the sole judgment of Hiab such use affects the Equipment's performance, stability, or reliability.
- If the Equipment has been altered or repaired in a manner that, in the judgment of Hiab, affects its performance, stability, or reliability.
- If any safety devices provided with the Equipment are not properly installed and in operation.
- If there is or has been non-compliance with applicable laws governing the ownership, use, or transport of the Equipment.
- If any Equipment or component serial number has been intentionally altered, defaced or removed.
- If payment for the Equipment or any service actions are in default from any party to Hiab.
- If the Equipment receipt date is not confirmed in writing.
- If Warranty Registration is not properly completed and returned to Hiab USA Inc. within 15 days of commissioning.

## **V. GENERAL PROVISIONS**

All notices, demands, claims or other communications with respect to this Warranty must be addressed to Hiab USA Inc., 12233 Williams Rd., Perrysburg, Ohio 43551, Attn: Warranty Department.

This warranty shall be interpreted under and governed by the laws of the State of Ohio.  
Hiab reserves the right to make changes to this Warranty without prior notice.