

# Hiab USA Inc.'s Moffett Live Receiving Warranty



Hiab USA Inc. warrants that new Moffett LR70 machines will be free from defects in materials and workmanship (under normal and proper use, maintenance and service) for **one year** after delivery to the initial purchaser, hirer or lessee. Hiab USA Inc. will repair or replace, at Hiab USA Inc's sole option, any defect in materials or workmanship at no charge during the specified warranty period.

In addition to the first year "*parts and labor*" warranty, Hiab USA Inc. warrants that new Moffett LR70 machines will be free from defects in materials for the second year after delivery to the initial purchaser, hirer or lessee. No claim will be accepted for labor to replace covered defects in the second year.

This warranty is subject to the following conditions.

## LIMITATIONS AND EXCLUSIONS

1. Hiab USA Inc. reserves the right to reject warranty claims received in an incomplete or illegible form, or to return them for re-submission and completion of all relevant details.
2. All replacement parts should be held for no less than sixty days and returned to Hiab USA Inc. upon request. All returned items should be clearly marked with the claim number. If these items are being shipped separately from the claim form, a note should be added on the claim form stating that the parts have been forwarded to Hiab USA Inc. and by which carrier. Hiab USA Inc. will pay for the freight to return these parts and also will be responsible for freight charges on all replacement parts shipped to the point of warranty service. Replacement parts will be covered by this warranty for six months or the termination of this warranty by its own terms, whichever later occurs.
3. No claim for warranty will be accepted that seeks replacement of any consumable parts, including but not limited to light bulbs, filtering elements, belts, hoses, lubricating and hydraulic oils, tires, and/or parts required to perform a regular maintenance service, or that makes a claim for regular or planned maintenance.
4. This warranty does not apply to used products or equipment.
5. This warranty does not apply to any incidental or consequential damages related to claims of defects in materials or workmanship, including but not limited to transportation cost, down time, delays, or lost profits. Purchaser hereby expressly agrees that Hiab USA Inc. will not be liable for any such costs or charges.
6. This warranty is void if the Hiab USA Inc. warranty registration form is not completed and returned as required by its terms.
7. This warranty applies only to the initial purchaser of the equipment, and is void as to all subsequent owners. It is not transferable.
8. No claim for warranty will be accepted if the serial number has been removed, defaced, or altered, or if the equipment has been subject to (1) alterations or modifications not approved in writing by Hiab USA Inc.; (2) neglect, unauthorized repair, misuse, accidents, lack of proper maintenance, improper installation, repairs or replacements; (3) use of parts or service that do not conform to Hiab USA Inc's specifications; or (4) continued use after a problem has been identified that requires immediate attention.
9. No warranty claim will be honored if all required and supplied safety guards and devices are not installed on the equipment.
10. Only trained and qualified personnel must operate all equipment covered by this warranty.

**THIS IS THE SOLE WARRANTY PROVIDED. NO OTHER WARRANTY IS APPLICABLE, INCLUDING BUT NOT LIMITED TO AN IMPLIED OR EXPRESSED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**