

12-Month Limited Structural Warranty:

Truck Mounted Cranes:

1. Warranty Period

The Company warrants, subject to the terms and conditions set out herein, that the truck mounted crane supplied shall be free from proven defects in material and workmanship for a period of twelve (12) months from the date of delivery or commissioning, whichever occurs first ("Warranty Period").

2. Scope of Warranty

This warranty applies solely and exclusively to latent manufacturing defects arising directly from the production process and discovered during the Warranty Period, provided that the crane:

- Is operated strictly within its rated capacities and intended use.
- Is installed, operated, and maintained in full compliance with the Company's manuals, instructions, and load charts; and
- Has not been subjected to misuse, abuse, overloading, or improper handling.

3. Warranty Remedy

The Company's obligations under this warranty are strictly limited, at the Company's sole discretion, to:

- The repair of the defective component; or
- The replacement of the defective component with a new or reconditioned component.

No other remedies shall apply. Repaired or replaced components shall not extend or renew the original Warranty Period.

4. Warranty Claims Procedure

- All warranty claims must be submitted in writing to the Company within the Warranty Period.
- The Customer shall provide full access to the crane, complete service and maintenance records, and any information reasonably required by the Company.
- The Company reserves the right to inspect the crane and determine, at its sole discretion, whether a defect qualifies under this warranty.
- The Company's technical determination shall be final and binding.

5. Exclusions

This warranty does not cover, and the Company shall have no liability whatsoever for, any of the following:

- Normal wear and tear, structural fatigue, corrosion, or cosmetic deterioration.
- Consumable items, including but not limited to seals, hoses, filters, pins, bushes, and lubricants.
- Damage resulting from overloading, misuse, negligence, improper operation, or operation outside rated limits.
- Cracking due to stress cycles.
- Failure to comply with prescribed maintenance schedules, operating instructions, or statutory requirements.
- Any modification, alteration, repair, or adjustment performed by unauthorized persons.
- Use of non-approved spare parts, accessories, consumables, or hydraulic oils.
- Damage caused by accidents, collisions, fire, flooding, environmental exposure, transport, or force majeure events.
- Any defect or damage arising from mounting, installation, or integration not performed or approved by the Company.

6. Customer Responsibilities

- All routine servicing, preventative maintenance, inspections, statutory testing, and regulatory compliance during the Warranty Period shall be the sole responsibility of the Customer.
- Failure to maintain accurate service records or to comply with maintenance requirements shall automatically void this warranty in its entirety.

7. Limitation of Liability

- The Company shall not be liable, under any circumstances, for any indirect, incidental, or consequential damages, including but not limited to loss of use, downtime, loss of income, loss of profit, penalties, or business interruption.
- The Company shall further not be liable for any injury, death, or property damage arising from the operation or use of the crane, nor for any third-party claims of whatever nature.
- The Company's total liability under this warranty, whether arising in contract, delict, negligence, or otherwise, shall be strictly limited to the original purchase price of the crane.

8. Exclusion of Other Warranties

This warranty is provided in lieu of all other warranties, whether express or implied, including but not limited to any implied warranties of merchantability, durability, or fitness for a particular purpose, to the fullest extent permitted by law.

9. Transferability

This warranty is issued solely to the original purchaser and is not transferable without the prior written consent of the Company.

10. Governing Law

This warranty shall be governed by and construed in accordance with the laws of the applicable jurisdiction in South Africa