



New Product Warranty for Energy Storage Battery in Tower Crane

The applicable Manitowoc Cranes legal entity selling the tower crane energy storage battery ("Manitowoc") warrants to the original purchaser ("Purchaser") of each newly manufactured tower crane energy storage battery produced by Manitowoc (the "Battery"), that such Battery will be free from defects in material and workmanship under normal use and service.

Each Battery is entitled to the following standard warranty period:

1) System-wide Warranty: *Except as listed below and in the appendix, the Battery unit is covered by a five (5) year warranty, calculated from the product production date (as indicated on the equipment label) plus one-hundred and eighty (180) days.*

2) Battery cell warranty policy: *The warranty follows a "time/cycle limit dual restriction, whichever comes first":*

a. Time limit: *Expiration of the five (5) year system-wide warranty for the entire device;*

b. Cycle limit: *Under standard operating conditions (25°C, 90% DOD & 70% EOL), the cumulative charge-discharge cycles reach 4,000.*

3) Limited Warranty for vulnerable components: *Touchscreen, external switches and terminal blocks, and top alarm accessories for three (3) years.*

The above items shall be determined by the first occurrence.

Non-warranty (wear-prone) material: *Coolant and filter screens are not covered by warranty.*

The Battery system will be covered by the warranty period stated above provided that the Battery system is used solely for energy storage and power supply purposes in accordance with the parameters specified in the applicable Battery product manual.

No claims under this warranty shall be valid unless the Purchaser notifies Manitowoc or its authorized distributor, in writing, of the defect within sixty (60) days after such defect is first discovered, but in no event later than thirty (30) days after the expiration of the applicable warranty period, and the Purchaser processes its claim using proper warranty claim procedures as may be provided by Manitowoc from time-to-time.

Manitowoc's sole obligation to the Purchaser is limited to the repair or replacement of any product or component which Manitowoc, in its sole discretion, determines to be defective in materials or workmanship, at Manitowoc's option (replacement component may be new or factory approved reconditioned component, at Manitowoc's discretion).

Manitowoc may require the Purchaser to return the product or component, shipping charges prepaid by the Purchaser, to a facility designated by Manitowoc for inspection and analysis. During the warranty period for each Battery, Manitowoc will reimburse reasonable shipping charges and reasonable labor expenses incurred for approved warranty repairs. If the returned product or component is proven to be free of defects, the Purchaser shall bear all associated shipping charges and labor expenses. All defective components removed from the equipment shall become the property of Manitowoc.

Warranty work must be performed by Manitowoc or an authorized Manitowoc distributor using only genuine Manitowoc supplied parts.

Manitowoc's liability with respect to the Batteries sold to Purchaser shall be limited to the terms specified in this warranty document. Under no circumstances shall Manitowoc's maximum liability exceed the cost of furnishing a replacement for a defective product or component. MANITOWOC SHALL NOT BE SUBJECT TO ANY OTHER OBLIGATIONS OR LIABILITIES, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR UNDER OTHER THEORIES OF LAW OR EQUITY, WITH RESPECT TO GOODS SOLD BY MANITOWOC, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATING THERETO.

Without limiting the foregoing general provisions herein, Manitowoc expressly disclaims any liability for property damages, penalties, special or punitive damages, damages for lost profits or revenues, down-time, lost good will, cost of capital, cost of substitute goods or services, or for any other types of economic loss, or for claims of Purchaser's customers or any third party for any such damages, costs or losses. MANITOWOC SHALL NOT BE LIABLE FOR AND DISCLAIMS ALL CONSEQUENTIAL, INCIDENTAL, INDIRECT AND CONTINGENT DAMAGES WHATSOEVER.

This warranty shall not apply to ordinary wear and tear; negligence; acts of God; vandalism; abuse; misuse; neglect; accident or causes beyond the reasonable control of Manitowoc, including without limitation fires, freezing, floods and other natural disasters; overloading; unauthorized altered, modified or changed products or parts which have not been properly installed, stored, operated or maintained or which have been improperly adjusted; normal wear and tear or the Purchaser's neglect, negligence or willful damage; any products or parts not provided by Manitowoc; any products or parts which have been repaired outside of Manitowoc's or Manitowoc's authorized distributor or repair facility unless authorized in writing by Manitowoc; or damages caused by failure to follow the



maintenance procedures outlined in the applicable owner’s manual or in technical bulletins issued by Manitowoc.

Transferability: This warranty is personal to the Purchaser and may only be transferred or assigned with the prior written consent of Manitowoc or by an authorized distributor of Manitowoc with a written distribution agreement then in effect.

THE ABOVE WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED; AND MANITOWOC EXPRESSLY DISCLAIMS AND EXCLUDES ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

Manitowoc Warranty Items

Quality Assurance Level	Applicable model	Coverage area	Warranty period
System-wide Warranty	PB135, PB270	Tower Crane Energy Storage Battery System (including battery cells)	Except as listed below, the Battery unit is covered by a five (5) year warranty, calculated from the product production date (as indicated on the equipment label) plus 180 days. The warranty period for the battery cell is five (5) years under standard operating conditions (25°C, 90% DOD & 70% EOL) with 4000 charge-discharge cycles]. First come, first served.
Vulnerable Components		Touchscreen, external switches and terminal blocks, top alarm accessories	Three (3) year warranty
Wear-prone material		Coolant, filter screens	Not covered by warranty