



NEW TMC CRANE PRODUCT WARRANTY – OUTSIDE US PURCHASE ONLY

Manitowoc Cranes ("Manitowoc") warrants to the original purchaser ("Purchaser") of each new TMC crane manufactured on behalf of Manitowoc, that such crane will be free from defects in material and workmanship under normal use and service. The applicable general warranty period for each new crane is: (a) twelve (12) months from date of initial installation or commissioning; (b) 2,400 hours of operation; or (c) twenty-four (24) months from date of shipment by Manitowoc, whichever event shall first occur. The applicable extended structural warranty period for crane weldments is five (5) years from the date of shipment by Manitowoc; provided, however, that the crane is used solely for lift applications. Manitowoc does not provide any warranty and Manitowoc specifically disclaims any liability relating to the tires; however, Purchaser may be entitled to the tire OEM's pass-through warranty (subject to any registration requirements).

The warranty period for Parts utilized in making repairs or replacements under this warranty shall end at the end of the warranty for the whole crane; Parts purchased by Purchaser separately are subject to no warranty or to a different warranty period based on categories as defined by the Parts manufacturer and the Parts manufacturer's warranties (by example, glass parts, rubber parts, fuses, relays, labels, and other wear and tear parts are not covered by warranty).

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 products or parts which Manitowoc, in its sole discretion, determines to be defective in materials or workmanship, at Manitowoc's option (replacement parts may be new or factory approved reconditioned parts, at Manitowoc's discretion). Manitowoc may require the return of products or parts, surface freight charges prepaid by the Purchaser, to a facility designated by Manitowoc for inspection and analysis. Reasonable surface freight charges and reasonable labor expenses incurred for approved warranty repairs during the applicable warranty period for each new crane will be reimbursed by Manitowoc; however, transportation and labor charges covering any product or part returned which proves not to be defective shall be at Purchaser's expense. All defective parts removed from the crane will become Manitowoc's property.

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 cranes sold to Purchaser shall be limited to the warranty provided herein and in no event shall Manitowoc's maximum liability exceed the cost of furnishing a replacement for a defective product or part. **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 generality of the foregoing, Manitowoc specifically 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; 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 agreements 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.

This warranty applies exclusively to new crane products purchased outside the United States and is not valid for crane products used, purchased, or serviced within the United States. Any claims for warranty service must be made in accordance with the warranty documentation provided with the new crane.