

## **New Parts Warranty for Tower Cranes**

New Manitowoc genuine spare parts are warranted against defects in material and workmanship for a period of one (1) year from the date of installation on the crane, or three (3) years from the date Manitowoc invoices the part, whichever comes first. Manitowoc's sole obligation to its customer is limited to the repair or replacement of the part found to be defective by Manitowoc, at its sole discretion (spare parts may be new or reconditioned at Manitowoc's discretion). Manitowoc may require the return of parts (barring validated exceptions, return shipping will be selected and paid for by Manitowoc) to a site designated by Manitowoc for inspection and analysis. Labor costs (removal/re-installation/travel/mileage) shall be borne by the customer. The cost of shipping the replacement part will be borne by Manitowoc if the warranty is accepted. All defective parts removed from the crane will become the property of Manitowoc if the warranty is accepted (otherwise, if the part has been returned to Manitowoc, the customer will have 30 days after refusal to arrange for its removal). Work under warranty must be carried out by Manitowoc or an authorized Manitowoc dealer using only original parts provided by Manitowoc.



### **NEW PARTS WARRANTY FOR TOWER CRANES**

Manitowoc Cranes ("Manitowoc") guarantees the original buyer ("Buyer") that each new Manitowoc part for Tower Cranes ("Part") will be free from defects in material and workmanship if it is normally used and maintained. The general warranty period for each Part is one (1) year from the date of the installation on the crane, or three (3) years from the date on which Manitowoc invoices the Part, whichever comes first. No claim for compensation under this warranty will be valid unless the Buyer reports the defect in writing to Manitowoc or its authorized dealer within thirty (30) days of the date of repair, and no later than thirty (30) days after the expiration of the applicable warranty period, and if the Buyer submits a warranty claim using the procedures applicable to such claims stipulated periodically by Manitowoc. Manitowoc provides no warranty and specifically disclaims all liability relating to tires.

This warranty is void in the following cases: ordinary wear and tear, negligence, natural disasters, vandalism, abuse, improper use, carelessness, accidents or causes beyond Manitowoc's reasonable control, including but not limited to fires, freezing, flooding and other natural disasters, overloading, unauthorized modification or change of products or parts, products or parts that have not been properly installed, stored, used or maintained, or which have not been properly adjusted, normal wear and tear or lack of maintenance, negligence or willful damage on the part of the Buyer; products or parts not supplied by Manitowoc, products or parts repaired by a party other than Manitowoc, except with Manitowoc's written authorization, damage caused by failure to follow the maintenance procedures described in the applicable owner manual or in technical bulletins published by Manitowoc.

Manitowoc's sole obligation to the Buyer is limited to the repair or replacement of the Part found to be defective by Manitowoc, at its sole discretion (spare parts may be new or reconditioned at Manitowoc's discretion). Manitowoc may require the return of parts (barring validated exceptions, return shipping will be selected and paid for by Manitowoc) to a site designated by Manitowoc for inspection and analysis. Labor costs (removal/re-installation/travel/mileage) shall be borne by the customer. The cost of shipping the replacement part will be borne by Manitowoc if the warranty is accepted. All defective parts removed from the crane will become the property of Manitowoc if the warranty is accepted (otherwise, if the Part has been returned to Manitowoc, the customer will have 30 days after refusal to arrange for its removal). Work under warranty must be carried out by Manitowoc or an authorized Manitowoc dealer using only original parts provided by Manitowoc.

Manitowoc's liability for the Part sold to the Buyer will be limited to the warranty provided in this document and Manitowoc's maximum liability will in no case exceed the cost of the defective Part replaced. MANITOWOC WILL NOT BE BOUND BY ANY OTHER OBLIGATION OR LIABILITY, WHETHER IT ARISES FROM A VIOLATION OF THE CONTRACT OR THE WARRANTY, A CRIME (INCLUDING NEGLIGENCE AND ABSOLUTE LIABILITY), OR ANY OTHER LEGAL OR JUDICIAL THEORIES, REGARDING MERCHANDISE SOLD BY MANITOWOC OR ANY COMMITMENT, ACT OR OMISSION RELATING TO IT. Without restricting the general application of the foregoing, Manitowoc specifically declines all liability for property damage, penalties, special or general damages, damages caused by loss of profit or revenue, unavailability of a machine, loss of goodwill, cost of financing, cost of replacement merchandise or services, or for any other type of economic loss, or for requests on behalf of the Buyer's customers or any third party for compensation for any damage, cost or loss of this kind. MANITOWOC WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, ACCESSORY, INDIRECT, OR POSSIBLE DAMAGES WHATSOEVER AND WILL REJECT THEM ALL.

Transferability: This warranty applies to the Buyer personally and may not be transferred or assigned without the prior written consent of Manitowoc or an authorized Manitowoc dealer whose distribution agreements are in effect.

THE FOREGOING WARRANTIES EXCLUDE AND REPLACE ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, AND MANITOWOC EXPRESSLY DISCLAIMS AND EXPRESSLY EXCLUDES ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR SUITABILITY FOR ANY PARTICULAR PURPOSE AND ANY WARRANTIES ARISING FROM THE CONDUCT OF TRANSACTIONS OR COMMERCIAL USE.

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