

The applicable Maniowoc Cranes legal entity selling the part warrants to the original purchaser ("Purchaser") that each new Maniowoc Crane Care part will be free from defects in material and workmanship under normal use and service. The applicable general warranty period for each new or remanufactured Maniowoc Crane Care part is twelve (12) months from the date of initial installation on a crane or 12 months after sale to end-user which ever comes first. No claims under this warranty shall be valid unless the Purchaser notifies Maniowoc 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 Maniowoc from time-to-time. Maniowoc does not provide any warranty and Maniowoc specifically disclaims any liability relating to the diesel engines, or tires; however, Purchaser may be entitled to the respective engine or tire OEM's pass-through warranty (subject to any registration requirements).

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 the Maniowoc, 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 Maniowoc; any products or parts which have been repaired outside of Maniowoc's facility unless authorized in writing by Maniowoc; or damages caused by failure to follow the maintenance procedures outlined in the applicable owner's manual or in technical bulletins issued by Maniowoc.

Maniowoc's sole obligation to the Purchaser is limited to the repair or replacement of any Maniowoc Crane Care part which Maniowoc, in its sole discretion, determines to be defective in materials or workmanship, at Maniowoc's option (replacement parts may be new or factory approved reconditioned parts, at Maniowoc's discretion). Maniowoc may require the return of the Maniowoc Crane Care parts, surface freight charges prepaid by the Purchaser, to a facility designated by Maniowoc 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 Maniowoc. The New Parts Warranty does not cover freight, travel, mileage, labor or installment costs incurred for the replacement of such parts.

Maniowoc's liability with respect to the Maniowoc Crane Care part sold to Purchaser shall be limited to the warranty provided herein and in no event shall Maniowoc's maximum liability exceed the cost of furnishing a replacement for the defective 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, Maniowoc 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.

Transferability: This warranty is personal to the Purchaser and may not be transferred or assigned without the prior written consent of Maniowoc or by an authorized distributor of Maniowoc 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.