



TEREX®

STANDARD LIMITED NEW PRODUCT WARRANTY – TEREX USA, LLC

Terex USA, LLC d/b/a Terex Corporation ("Terex") warrants new Tractor Loader Backhoes, Crawler Excavators, Mobile Excavators, Wheeled Loaders, Material Handlers, Compact Track Loaders, and Skid Steer Loaders manufactured or sold by it (such items collectively, the "Products") to be free, under normal use and service, of any defects in manufacture or materials as follows:

For all Products: for a period of twelve (12) months from (a) delivery to, and placement into service by the first user (including as a demonstrator or rental unit) or (b) delivery to the first retail purchaser, whichever occurs first.

For rubber tracks on Products: for a period of twenty-four (24) months from the date of start up, or 1,000 hours of operation, whichever occurs first, on the basis of a Prorated Allowance (as hereinafter defined), from (a) delivery to, and placement into service by the first user (including as a demonstrator or rental unit) or (b) delivery to the first retail purchaser, whichever occurs first.

Automatic Commencement of Warranty: Notwithstanding the foregoing time periods, all Product and rubber track warranties will commence twenty-four (24) months from the date of initial sale to the Authorized Distributor, regardless of use.

The warranties provided herein shall apply only if Terex receives written notice of the defect within thirty (30) days of its discovery and Buyer establishes that (i) the equipment has been maintained and operated within the limits of rated and normal usage; and (ii) the defect did not result in any manner from the intentional or negligent action or inaction by Buyer, its agents or employees. If Buyer cannot establish that conditions (i) and (ii) above have been met, then this warranty shall not cover the alleged defect. If requested by Terex, Buyer must return the defective equipment to an authorized distributor of the Products ("Authorized Distributor") and defective parts to Terex.

Delivery inspection forms are required for warranty validation and processing.

WARRANTY COVERAGE: The obligation and liability of Terex under this warranty is expressly limited to, at Terex's sole option, the repair or replacement (with new or remanufactured parts or components) of any part, which appears, upon inspection by Terex, to have been defective in manufacture or materials, except in the case of rubber tracks on Products, for which Terex may, at its sole option, either repair or provide to the holder of this warranty an allowance toward the purchase of a new rubber track (a "Prorated Allowance") based on the accrued hours of the affected rubber tracks, calculated as follows:

$$\frac{\text{Track hours}}{1,000 \text{ hours}} \times 100 = \text{Customer Cost (\%)}$$

Except with respect to rubber tracks as set forth above, new or remanufactured parts used by Terex under this warranty in repair or replacement shall be provided at no cost to the owner. All parts, including rubber tracks, shall be delivered by Terex FCA the Terex parts facility. This warranty shall be null and void if parts (including wear parts) other than genuine OEM Terex parts are used in the equipment or repairs or replacements are performed by a party other than an Authorized Distributor.

No warranty shall cover any item on which serial numbers have been altered, defaced or removed. Improper maintenance, improper use, abuse, improper storage, operation beyond rated capacity, operation after discovery of defective or worn parts, or alteration or repair of the equipment by persons not authorized by Terex shall render this warranty null and void. Terex reserves the right to inspect the installation of the Products and review maintenance procedures to determine if a failure was due to improper maintenance, improper use, abuse, improper storage, use of improper hydraulic fluid, use of non-authorized Terex attachments or accessories, operation beyond rated capacity, operation after discovery of defective or worn parts, or alteration, modification or repair of the equipment by persons not authorized by Terex.

Accessories, attachments, assemblies and components included in the equipment sold by Terex but which are not manufactured by Terex are subject to the warranty of their respective manufacturers. Normal maintenance, adjustments, or maintenance/wear parts are not covered by this warranty and are the sole maintenance responsibility of Buyer.

No amendment or modification to this warranty shall be authorized or effective unless such amendment or modification has been made in writing and signed by an authorized Terex employee. The obligations of Terex under this warranty shall not include any duties, taxes or environmental fees (including, without limitation, with respect to the disposal or handling of rubber tracks, tires, batteries, petrochemicals or any other charges whatsoever), or any liability for indirect, incidental, or consequential damages. Terex reserves the right to make improvements or changes to its Products without incurring any obligation to make such changes or modifications to Products previously sold.

Parts Warranty: Terex warrants its OEM replacement parts ordered from the Terex Parts Department and installed by its Authorized Distributors to be free of defects in manufacture or materials for a period of twelve (12) months from date of shipment or the period remaining on the product warranty for the affected Product (if any), whichever is shorter. Terex warrants its Authorized Distributor-installed OEM replacement rubber tracks for its Products to be free of defects in manufacture or materials for a period of twelve (12) months from the date of purchase.

Reimbursement for any replacement rubber tracks which are subject to this warranty shall be on a Prorated Allowance basis, monthly, from the date of shipment. This parts warranty does not cover diagnostic time, removal, repair, installation, lost time, wages, freight, towing, dock or storage fees, duty or import fees or any other labor charges that may be associated with said part.

TRANSFERABILITY OF WARRANTY: The unexpired portion of this warranty may be transferred, provided that (i) the Product to which this warranty relates has not been abused or misused or this warranty has not otherwise been voided or breached by the transferor prior to transfer, (ii) Terex has received warranty registration cards for the relevant Product, and (iii) the transferee completes and returns to Terex the appropriate warranty transfer documentation which shall be provided on request. Contact your local Authorized Distributor for additional details.

THIS WARRANTY IS EXPRESSLY IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED (INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) AND ALL OTHER OBLIGATIONS OR LIABILITY ON THE PART OF TEREX. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE LIMITED WARRANTY CONTAINED HEREIN.

ITEMS NOT COVERED BY THIS WARRANTY

The following items are **NOT** covered under this warranty (the following list is not exhaustive):

- 1. Non-Authorized Distributor Sales:** Items sold by any individual, corporation, partnership, auction entity or any other organization or legal entity that is not an Authorized Distributor.
- 2. Non-Terex Components:** Components which are not manufactured by Terex are not covered by this warranty. Such components are covered only by the warranty that is provided by their manufacturer. Such components include, but are not limited to, engines, electric motors, air compressors, air conditioners, batteries, tires, attachments, etc. Terex does not make any warranty, express or implied, that any attachments or other products manufactured by parties other than Terex will function properly with a Terex Product, or that any such attachments or products will not be damaged or cause damage to a Terex Product when used with such Product.
- 3. Replacement of assemblies:** Terex has the option to repair, replace or, with respect to rubber tracks, provide a Prorated Allowance for, any defective part or assembly. It is the policy of Terex to refuse claims for the replacement of a complete assembly that is field repairable by the replacement or repair of defective part(s) within the assembly.
- 4. Normal Operational Maintenance Services and Wear Parts:** Maintenance services and wear parts are excluded from warranty claims. Maintenance services not covered include, but are not limited to, such items as: tune-up, lubrication, fuel or hydraulic system cleaning, brake inspection or adjustment, or the replacement of any service items such as filters or brake linings made in connection with normal maintenance services.
- 5. Transportation:** Any damage caused by carrier handling is a transportation claim and should be filed immediately with the respective carrier.
- 6. Deterioration:** Repairs, work required or parts exposed as the result of age, storage, weathering, lack of use, demonstration use, or for transportation of corrosive chemicals.
- 7. Secondary Failures:** Should the Buyer continue to operate a machine after it has been noted that a failure has occurred Terex will not be responsible under the warranty for resultant damage to other parts due to that continued operation.
- 8. Workmanship of Others:** Terex does not accept responsibility for improper installation or labor costs of personnel other than Authorized Distributor personnel.
- 9. Stop and Go Warranty:** Terex does not recognize "Stop and Go" warranties; after the period of warranty commences, it shall not be tolled for any reason. No action by either party shall operate to extend or revive this limited warranty without the prior written consent of Terex.
- 10. Incidental or Consequential Damage: TEREX SHALL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL OR OTHER DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF PRODUCTION, INCREASED OVERHEAD, LOSS OF BUSINESS OPPORTUNITY, DELAYS IN PRODUCTION, COSTS OF REPLACEMENT COMPONENTS AND INCREASED COSTS OF OPERATION THAT MAY ARISE FROM THE BREACH OF THIS WARRANTY, WHETHER OR NOT CAUSED DIRECTLY OR INDIRECTLY BY ANY NEGLIGENCE OF TEREX.** The Buyer's sole remedy shall be limited to (at the sole option of Terex) repair or replacement of the defective part.
- 11. Labor:** Terex shall not be responsible for diagnostic, overtime, premium or any other labor charges; travel costs including without limitation meals and lodging, and travel time and/or mileage charges.
- 12. Customer Responsibilities:** Terex shall not be responsible for loaner machines, rental, downtime, transportation or inconvenience costs directly or indirectly resulting from the failure of its Products or parts.

Terex neither assumes nor authorizes any other person to assume for Terex any other liability in connection with the sale of any Terex equipment. This warranty shall not apply to any Terex equipment or any part thereof which has been subject to misuse, alteration, abuse, negligence, accident, acts of God or sabotage. No action by any party shall operate to extend or revive this limited warranty without the prior written consent of Terex. The aggregate liability of Terex shall in no event exceed the purchase price of the equipment.

IN THE EVENT OF ANY BREACH OF THIS WARRANTY BY TEREX, THE AGGREGATE LIABILITY OF TEREX SHALL BE LIMITED EXCLUSIVELY TO THE REMEDIES (AT THE SOLE OPTION OF TEREX) OF REPAIR OR REPLACEMENT OF ANY DEFECTIVE EQUIPMENT COVERED BY THE WARRANTY. IN NO EVENT SHALL TEREX BE LIABLE FOR INCIDENTAL, INDIRECT, CONSEQUENTIAL OR OTHER DAMAGES OR LOSSES RESULTING FROM A BREACH OF WARRANTY INCLUDING, WITHOUT LIMITATION, LABOR COSTS, LOSS OF USE OF OTHER EQUIPMENT, THIRD PARTY REPAIRS, LOST PROFITS, LOSS OF PRODUCTION, LOSS OF BUSINESS OPPORTUNITY, DELAYS IN PRODUCTION, INCREASED OVERHEAD, INCREASED COSTS OF OPERATIONS, TOWING OR HAULING OF EQUIPMENT, RENTAL COSTS, PERSONAL INJURY, EMOTIONAL OR MENTAL DISTRESS, IMPROPER PERFORMANCE OF WORK, PENALTIES OF ANY KIND, LOSS OF SERVICE OF PERSONNEL, OR FAILURE OF EQUIPMENT TO COMPLY WITH ANY FEDERAL, STATE OR LOCAL LAW.