



CLASS III HELI PRODUCTS WARRANTY

Basic Warranty Coverage – 6 Months or 1,000 Hours

Industrial Forklifts warrants each new Heli Class III product to be free, under normal use and when the manufacturers guidelines are followed, of defects in material and workmanship for the first six (6) months or 1,000 operating hours (whichever occurs first) from the date of first use by the original purchaser from an Authorized Heli Dealer or Heli Distributor.

Coverage

During the specified period, any defect in material or workmanship of the warranted item shall be repaired or replaced at Heli's option by an Authorized Heli Dealer or Heli Distributor.

Exclusions & Limitations

1. Items that require replacement during normal operation (such as, but not limited to, load wheels, drive tires, contact tips, contact coils, etc.)
2. Repair or replacement required as a result of: (a) accident, (b) lack of proper maintenance, as outlined in the Heli Service Manual, (c) repairs or replacement of parts not properly performed, (d) use of replacement parts not of OEM origin that adversely affect the proper operation, performance, and/or durability, (e) Alterations or modifications performed without Heli's prior written approval, (f) deterioration of appearance or performance due to normal use or exposure.
3. Normal service repairs (such as but not limited to, P.M. maintenance, tire replacement, adjustments, tightening of loose hardware etc.)
4. Accessories or parts either installed by a Heli Authorized Dealer or that may be warranted by the OEM (such as, but not limited to, attachments, tires, batteries, chargers, etc.)

THE FOREGOING IS A COMPLETE STATEMENT OF THE WARRANTIES REGARDING THE PRODUCTS EXPRESS OR IMPLIED, REGARDING THE ABSENCE OF DEFECTS IN MATERIALS OR WORKMANSHIP INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE (AS DEFINED IN THE UNIFORM COMMERCIAL CODE). SUCH WARRANTIES PROVIDE THE EXCLUSIVE REMEDIES FOR ANY NON-CONFORMITY OR DEFECT IN PRODUCT. IF ANY COURT HAVING JURISDICTION FINALLY HOLDS THAT THIS LIMITATION OF REMEDIES IS VOID OR UNENFORCEABLE, INDUSTRIAL FORKLIFT'S LIABILITY FOR ANY CLAIM SHALL BE LIMITED TO THE INVOICE PRICE OF THE PRODUCTS GIVING RISE TO THE CLAIM. IN NO EVENT WILL INDUSTRIAL FORKLIFTS BE LIABLE TO DEALER OR TO DEALER'S CUSTOMER WITH RESPECT TO PRODUCTS SOLD TO DEALER OR TO DEALER'S CUSTOMER FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES (AS DEFINED IN THE UNIFORM COMMERCIAL CODE), EVEN IF SUCH DAMAGES RESULT FROM NEGLIGENCE OR OTHER FAULT.

Effective July 7, 2015