



New Parts 6 Months
Major Remanufactured Parts 12 Months (engines, transmissions, motors, steer axles)

WARRANTY COVERAGE

Subject to the exclusions listed herein, Mitsubishi Logisnext Americas Inc. ("MLA") warrants to the initial purchaser and future owners (to the extent the Warranty Period set forth herein has not expired) of the part or assembled component covered hereunder (the "Purchaser") that each new or remanufactured part or assembled component (including lift truck engines) manufactured and/or distributed by MLA, shall be free, under normal use and with proper maintenance and storage, from defects in material or workmanship during the Warranty Period (defined below) and, if a defect in material or workmanship is identified during the Warranty Period, MLA will, in its sole discretion and at its sole cost and expense, during normal working hours and through a place of business of an MLA Cat® lift truck dealer or other MLA- authorized source:

- Provide (in MLA's sole discretion) a new, remanufactured, or MLA-approved repair, repaired part or assembled component needed to correct the defect. NOTE: A part or component replaced under this warranty must be returned to the MLA-authorized Cat lift truck dealer from whom the part or component was obtained, if requested by MLA. Otherwise, Purchaser must properly dispose of any defective part, component (including batteries), materials, or fluids (including fuel, oil, and antifreeze).
- Replace lubricating oil, filters, antifreeze, and other service-related items made unusable by the defect.
- In the case of an assembled component (including engines), provide repair labor needed to correct the defect, excluding assembled component removal and installation labor.

WARRANTY PERIOD

For new parts and components, the term "Warranty Period" means a period of six (6) months from the earlier of the date Purchaser purchased the new part or component or the documented part or component installation date.

For reman parts and components, the term "Warranty Period" means a period of twelve (12) months from the earlier of the date Purchaser purchased the new part or component or the documented part or component installation date.

Notwithstanding the above, in no event shall the Warranty Period exceed eighteen (18) months from the date Purchaser purchased the part or component or from the documented part or component installation date, whichever occurred first.

PURCHASER RESPONSIBILITIES

Purchaser is responsible for:

- Compliance with all applicable laws, including, but not limited to, such laws, rules, and regulations promulgated by OSHA and its related and/or successor organizations
- Any costs associated with transporting the product or equipment in which the part or component covered hereunder is installed
- All transportation expenses, if any, related to a claim under this warranty
- Labor expenses, except as provided herein
- Federal, state, and local taxes, if applicable
- Properly disposing all fluids (including fuel, oil, and antifreeze) and the defective part, component (including batteries), or other materials not returned to MLA
- Parts and/or components shipping charges in excess of those which are usual and customary
- Expenses related to investigating complaints, except as expressly provided in this warranty
- Proper and timely maintenance and periodic inspections of the parts and components, as applicable
- The cost of routine or required maintenance and service
- Retaining and providing MLA upon request documented evidence of when and by whom maintenance and service are performed
- Giving timely notice of defects covered by this warranty and promptly making the defective part or assembled component available for repair
- Filing all claims for coverage under this warranty with MLA no later than thirty (30) days after the expiration of the Warranty Period
- IMMEDIATELY REMOVING FROM SERVICE ALL CAT LIFT TRUCKS WITH KNOWN FAILED OR DEFECTIVE PARTS

CAT® LIFT TRUCKS AND PROMATCH® PARTS WARRANTY

WARRANTY EXCLUSIONS

The warranties set forth herein shall not apply to: (i) components or parts after any modifications of the same by Purchaser; (ii) the extent Cat lift truck or any components or parts thereof are damaged due to improper handling, storage, installation, operation, or maintenance, including the use of unauthorized replacement parts; (iii) any Cat lift truck or any components or parts thereof requiring repair because of normal wear and tear or abuse; (iv) the extent any failure is caused by or the result of modifications to the Cat lift truck (or any components or parts thereof) made by MLA in accordance with the specifications and/or instructions furnished by Purchaser; (v) the extent any failure is caused by Purchaser's failure to implement any update, upgrade, modification, or remedial measures to the Cat lift truck or any component or part thereof as recommended by MLA.

MLA is not responsible for losses, claims, defects, or costs associated with:

- Lift trucks or related components or parts subjected to misuse, abuse, accident, neglect or improper handling, repair, storage, installation (including the installation of a part or assembled component in a contaminated system), operation, overloading, or maintenance.
- Repairs conducted by any third party who is not an MLA-authorized repair facility.
- Unauthorized repairs, alterations, or modifications of a Cat lift truck, part, or component, including the use of unauthorized replacement parts and the alteration/adjustment of a Cat lift truck to suit an operator or application needs.
- Components or parts requiring replacement or repair because of normal wear and tear Cat lift truck or related components or parts designed, modified, or adjusted according to the specific application needs of Purchaser.
- Purchaser's or dealer's failure to implement any repair, update, upgrade, or modification to the Cat lift truck or the parts or components thereof as recommended by MLA.
- Any parts, components, or accessories installed on or incorporated with a Cat lift truck that were not manufactured, recommended, or installed by MLA including, without limitation, forks, attachments, masts, tires, and batteries. Claims with respect to such items, if any, shall be made solely to the respective manufacturer of such parts, components, or accessories.
- Purchaser's unreasonable delay in making the defective part or assembled component available to a Cat lift truck dealer after being notified of a potential product problem.
- Motive power or traction batteries.
- Any use or installation which MLA determines, in its sole discretion, is improper.

WARRANTY LIMITATIONS AND DISCLAIMERS

THE FOREGOING REMEDIES OF REPAIR AND REPLACEMENT SHALL CONSTITUTE THE SOLE AND EXCLUSIVE REMEDY OF PURCHASER AND THE SOLE AND EXCLUSIVE RESPONSIBILITY OF MLA AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. MLA NEITHER ASSUMES NOR AUTHORIZES ANY PERSON TO ASSUME FOR IT ANY OTHER OBLIGATION OR RESPONSIBILITY IN CONNECTION WITH THIS WARRANTY. IN NO EVENT SHALL MLA BE RESPONSIBLE FOR DIRECT, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS), OR FOR ANY DELAY OR ANY ECONOMIC OR COMMERCIAL LOSS RESULTING FROM MLA'S PERFORMANCE OR NON-PERFORMANCE UNDER THIS WARRANTY. THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL WARRANTIES, OBLIGATIONS, OR RESPONSIBILITIES OF MLA'S CAT LIFT TRUCK DEALERS, EXPRESS, IMPLIED, OR STATUTORY.

WARRANTY COVERAGE IS NOT EXTENDED TO REPAIRS, REPLACEMENT COMPONENTS AND PARTS, OR SERVICES REQUIRED AS A RESULT OF NORMAL OR ACCELERATED WEAR AND TEAR (I.E., BRAKE SHOES/PADS, BELTS, HOSES/ CABLE ASSEMBLIES, SEALS, O-RINGS AND PACKINGS, TIRES, LIGHT BULBS, BATTERY CONNECTORS) AND PERIODIC MAINTENANCE WHICH IS PERFORMED IN ACCORDANCE WITH PUBLISHED SCHEDULES (I.E., TUNE-UP PARTS, FILTERS, SPARK PLUGS, ELECTRIC MOTOR BRUSHES, CONTACTOR TIPS, FUSES, LOAD WHEELS).

Distributed by: MITSUBISHI LOGISNEXT AMERICAS INC.

2121 W. Sam Houston Parkway N. Houston, TX 77043-2305 (713) 365-1000