Chrisman Manufacturing, Inc. Limited Warranty Navigator Forklift

Chrisman Manufacturing, Inc., USA, 7399 Beatline Road, Long Beach, Mississippi, warrants for a period of (24) twenty-four months or 1000 hours from the date of initial purchase that each Navigator forklift shall be free, under normal use and maintenance, from any defect in material or workmanship subject to the following conditions, exclusions, obligations, and limitations: Frame, mast, roll cage and rear-wheel drive axle are extended to a (5) five year warranty against defective material or workmanship.

EXCLUSIONS. The following are specifically excluded from the terms and provisions of this warranty:

- (a) Any Navigator forklift used to carry loads in excess of the maximum load capacity or outside the load center specified for that particular forklift.
- (b) Any Navigator forklift which has been attached to a truck mount which is not approved by Chrisman Manufacturing, Inc. or has been attached to an approved mount in an improper fashion.
- (c) Any Navigator forklift which has been modified without prior approval from Chrisman Manufacturing, Inc.
- (d) Use of improper parts or service, not approved through Chrisman Manufacturing, Inc.

COVERAGE.

- (a) Any parts, material or workmanship found to be defective by Chrisman Manufacturing, Inc. within the first (24) twenty-four months or 1000 hours warranty term shall be remedied using new or remanufactured parts without charge for parts or labor, but excluding, towing charges, or any other travel expense, to an authorized Navigator service center located within the United States of America. All defective parts must be returned within 30 days of repair to Chrisman Manufacturing, Inc.
- (b) All of the following components; Frame, mast, roll cage, rear-wheel steering axle or caster are covered against defective material or workmanship for a (5) five-year warranty period. Any defect shall be remedied using new or remanufactured parts without charge for parts or labor, but excluding towing charges, or any other travel expense, to an authorized Navigator service center located within the United States of America. All defective parts must be returned to Chrisman Manufacturing, Inc.

OWNER'S OBLIGATION. The following obligations must be fulfilled by the owner to maintain the validity of the Chrisman Manufacturing, Inc. warranty:

- (a) Chrisman Manufacturing, Inc. must approve all replacement or maintenance parts or fluids. Use of unapproved parts or fluids voids the warranty.
- (b) Owner must submit the Warranty Card to the manufacturer within (10) ten days of initial purchase.

LIMITATIONS. This warranty shall not apply to or include any of the following:

- (a) Repair or replacement as required as the result of(I) accident,(ii) misuse or neglect,(iii) lack of reasonable and proper maintenance,(iv) repairs improperly performed or replacements improperly installed,(v) use of replacement parts or accessories not conforming to Chrisman Manufacturing, Inc. specifications which adversely affect performance or durability,(vi) alterations or modifications not recommended or approved in writing by Chrisman Manufacturing, Inc.,(vii) wear and deterioration occasioned by the use of the equipment, and/or(viii) improper use or mounting of the equipment.
- (b) Routine maintenance services or adjustments.

LIMITED LIABILITY.

- (a) The liability of Chrisman Manufacturing, Inc. under the (24) twenty- four months or 1000 hours warranty is limited solely to the remedying of defects in materials or workmanship by an authorized Navigator service center at their place of business and during normal business hours. This warranty does not cover inconvenience or loss of use of the equipment, or transportation of the equipment to or from the Navigator service center. CHRISMAN MANUFACTURING, INC. SHALL NOT BE LIABLE FOR ANY OTHER EXPENSE, LOSS OR DAMAGE, WHETHER DIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY ARISING IN CONNECTION WITH THE SALE OR USE OF OR INABILITY TO USE THE EQUIPMENT FOR ANY PURPOSE.
- (b) NO EXPRESS WARRANTY IS GIVEN BY CHRISMAN MANUFACTUIRNG, INC. EXCEPT AS SPECIFICALLY SET FORTH HEREIN. ANY WARRANTY IMPLIED BY LAW, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IS EXPRESSLY LIMITED TO THE (24) TWENTY-FOUR MONTH WARRANTY TERMS SET FORTH HEREIN. THE FOREGOING STATEMENTS OF WARRANTY ARE EXCLUSIVE AND IN LIEU OF ALL OTHER REMEDIES.
- (C) No dealer is authorized to amend or alter this warranty.