

Starke Material Handling Group warrants that a new or unused Starke EcoMaxx forklift (product) shall be free from defects in material and/or workmanship at the time of manufacture.

Should any part or parts of the product covered by this limited warranty be defective with respect to material and or workmanship under normal use, working conditions, following the delivery of the product to the original purchaser/user during the period specified herein, Starke Material Handling Group will replace or repair such Starke EcoMaxx defective parts, without charge, with new or repaired part(s), whichever Starke Material Handling Group elects.

The obligation of this warranty shall be limited to replacement or repair cost only, of such defective parts. This warranty specifically excludes all liabilities for damage arising from loss of use or profits, incurrence of costs or expenses or injury to business, credit, reputation or financial standing and for all other consequential damages.

Warranty coverage does not include dealer travel coverage to remote locations and those locations that are over 150 km from your nearest authorized Starke dealer. Additional travel charges may apply or defective product(s) may have to be returned to an authorized Starke dealer at the owner's expense within 30 days of defect. Return shipping or pickup is the owner's responsibility.

THIS WARRANTY IS DEFINITIVE AND EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES. NO IMPLIED OR STATUTORY WARRANTIES OF MERCHANTABILITY FOR A PARTICULAR PURPOSE SHALL APPLY.

1. Period

Starke Material Handling Group's obligations under the warranty stated herein shall continue only for the following period:

- (a) STANDARD, CARRIAGE TO COUNTERWEIGHT: Twelve (12) months or two thousand (2000) hours of use following the first delivery of the Starke EcoMaxx product, whichever expires first, with respect to the whole parts originally incorporated in the said Starke EcoMaxx product, except as excluded in (b & c) and item 3 below.
- (b) With respect to attachments, unless otherwise stated, the Starke warranty period is limited to twelve (12) months from the date of delivery of the Starke EcoMaxx product upon which the attachment is affixed. After which the attachment may fall under the original manufacturer's warranty if there is one applicable.
- (c) POWERTRAIN: Twenty-Four (24) months or four-thousand (4000) hours of use following the first delivery of the Starke EcoMaxx product, whichever expires first, with respect to the Engine, Transmission, Torque Converter or Drive Axle Assembly originally incorporated in the said Starke EcoMaxx product provided, however, that as to the following parts, the warranty period is (12) twelve months or two thousand (2000) hours:
 - (1) Such accessories for engine like Carburetor, Air cleaner, Alternator, Starter, Regulator, Speed governor, LPG equipment and Ring gear of flywheel.

2. Changes and Improvement

Starke Material Handling Group is constantly striving to improve its products. Changes in design and improvement will be made whenever the efficiency of its products is improved thereby, but without incurring any obligation to incorporate such improvements to any products which have been shipped or are already in service.

3. Limitations and Exclusions

The warranty stated shall not apply to the malfunction of the Starke EcoMaxx product, if such is considered to be attributed to:

- (a) Failure to observe the instructions described in the Operations & Maintenance Manuals provided by Starke Material Handling Group.
- (b) Lack of operating skill of the operator, including carelessness and abusive use, overloading and insufficient or improper maintenance.

- (c) Replacement of parts or assemblies which can be repaired by minor adjustments, such as adjustments for master/wheel/steer/hydraulic cylinder/inching valve/linkage/mast rollers/steer axle or tightening of all fittings, etc.
- (d) Any alterations, changes or modifications without prior written consent by Starke Material Handling Group, or use of unauthorized replacement parts or components, or servicing performed by anyone other than Starke authorized servicing representatives.
- (e) Any kind of misuse, abuse or detrimental exposure, including collision or accident; or failures as a result of poor or lack of maintenance as per manufacturer's guidelines.
- (f) Use of a lift truck within a facility in which the lift truck is not equipped for (i.e. an extremely dusty facility/no fan on lift truck engine or corrosive elements such as, but not limited to chemicals, salt and other substances that may reduce the life of the part or cause failures prematurely).
- (g) Other causes not attributed to Starke Material Handling Group such as flood, lightening, and other Acts of God.

Starke Material Handling Group does not authorize or allow any other company or person to assume for it any liability in connection with the sale or service of all Starke products.

Starke Material Handling Group reserves the exclusive rights to change, modify and administer this warranty. This warranty is non-transferable.

Notwithstanding the warranty stated above, this warranty excludes, and does not apply to:

- (a) OIL, LUBRICANTS, FILTERS AND THE LIKE: Oil, grease, fuel, antifreeze, electrolyte, brake fluid engine oil filters, air filters, fuel filters, hydraulic filters, etc. and other similar expendables that are replaced during a warranty repair or used for preventative maintenance.
- (b) ELECTRIC PARTS: Points, plugs, condenser rotor, distributor cap, battery, fuse, electric bulb, wire harness, glow plug, etc.
- (c) OTHER CONSUMABLE PARTS: Tires, tubes, brake disc, brake pad and lining, belts, nozzles, rubber hose, seal, packing gasket, O-rings, hydraulic brakes rubber parts, glassware, grease fitting, nut, bolt, washer, cotter pins, bushings and the like.
- (d) Adjustments to connections or programming are not covered
- (e) Wear items such as tires, brake shoes / pads, seat cushions, batteries, belts, hoses, forks, wiper blades, light bulbs, strobes, floor-mat, pedal surfaces, gaskets, seals and any other component that has reached a point of normal life expectancy is not covered