

Starke Material Handling Group warrants that a new and unused Starke Energy Forklift (product) shall be free of defect 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 and maintenance, 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 Energy defective part or parts without charge, with new or repaired part(s), whichever Starke Material Handling Group elects.

The obligation of warranty shall be limited to replacement or repair cost only of such defective part or parts. This warranty specifically excludes all liabilities for damages arising from lost of use or profits, incurrence of cost or expenses or injury to business, credit, reputation or financial standing and for all 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 DEFINITE 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) Twelve (12) months or two thousand (2000) hours of use following the first delivery of the Starke Energy product, whichever expires first, with respect to the whole parts originally incorporated in the said Starke Energy 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 Energy 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) Two (2) years or four thousand (4000) hours of use following the first delivery of the Starke Energy product, whichever expires first, with respect to the originally incorporated in the said Starke Energy product provided, drive motor, hydraulic pump motor, and power steering motor.

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 in any products, which have been shipped or are in service.

3. *Limitations and Exclusion*

The warranty stated shall not apply to the malfunction of any Starke Energy product if they are considered to be attributed to:

- (a) Failure to observe the instructions described in Operation & Maintenance Manuals published 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 adjustment for master/wheel/steer/hydraulic cylinder, inching valve, linkage, mast rollers, steer axle, 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 a Starke Material Handling Group authorized service representative.
- (e) Any other kind of misuse or detrimental exposure, including collision or accident.

- (f) Other causes not attributable 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 sales or service of this equipment.

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 shall exclude and not apply to:

- (a) OIL, LUBRICANTS, FILTERS, AND THE LIKE: Oil, grease, electrolytes, brake fluid, hydraulic filters, etc... and other similar expendable that are replaced during a warranty repair.
- (b) ELECTRIC PARTS: Fuses, electric bulb, wire harness, etc.
- (c) OTHER CONSUMABLE PARTS: Motor brushes and contact tips, tires, tubes, brake disc, brake pads and lining, belts, nozzles, rubber hose, seal, packing gasket, O-rings, hydraulic brake rubber parts, glassware, grease fitting, nut, bolt, washer, cotter pins, bushing and the like.