

MOHAWK WARRANTIES

EFFECTIVE DATE: 5/7/2007 *

GENERAL WARRANTY INFORMATION:

MOHAWK'S OBLIGATION UNDER THIS WARRANTY IS LIMITED TO REPAIRING OR REPLACING ANY PART OR PARTS RETURNED TO THIS FACTORY, TRANSPORTATION CHARGES PREPAID, WHICH PROVE UPON INSPECTION TO BE DEFECTIVE AND WHICH HAVE NOT BEEN MISUSED. DAMAGE OR FAILURE TO ANY PART DUE TO FREIGHT DAMAGE OR FAULTY MAINTENANCE IS NOT COVERED UNDER THIS WARRANTY. ALL WARRANTY CLAIMS MUST BE PERFORMED IN ACCORDANCE TO MOHAWK'S WARRANTY PARTS RETURN POLICY (CONTACT MOHAWK'S SERVICE DEPARTMENT FOR MORE INFORMATION). THIS WARRANTY DOES NOT COVER MIS-DIAGNOSING OF UNIT OR PARTS RETURNED THAT ARE NON-DEFECTIVE. THIS WARRANTY DOES NOT COVER ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOST REVENUES OR BUSINESS HARM. THIS EQUIPMENT HAS BEEN DESIGNED FOR USE IN NORMAL COMMERCIAL VEHICLE MAINTENANCE APPLICATIONS. A SPECIFIC INDIVIDUAL WARRANTY MUST BE ISSUED FOR UNITS THAT DEVIATE FROM INTENDED USAGE, SUCH AS HIGH CYCLE USAGE IN INDUSTRIAL APPLICATIONS, OR USAGE IN EXTREMELY ABUSIVE ENVIRONMENTS, ETC.. MOHAWK RESERVES THE RIGHT TO DECLINE RESPONSIBILITY WHEN REPAIRS HAVE BEEN MADE OR ATTEMPTED BY OTHERS. THIS WARRANTY DOES NOT COVER DOWNTIME EXPENSES INCURRED WHEN UNIT IS IN REPAIR. THE MODEL NAME AND SERIAL NUMBER OF THE EQUIPMENT MUST BE FURNISHED WITH ALL WARRANTY CLAIMS. THIS WARRANTY STATEMENT CONTAINS THE ENTIRE AGREEMENT BETWEEN MOHAWK RESOURCES LTD. AND THE PURCHASER UNLESS OTHERWISE SPECIFICALLY EXPRESSED IN WRITING. THIS NON-TRANSFERABLE WARRANTY APPLIES TO THE ORIGINAL PURCHASER ONLY. THIS WARRANTY IS APPLICABLE TO UNITS LOCATED ONLY IN THE UNITED STATES OF AMERICA AND CANADA. CONTACT MOHAWK RESOURCES LTD. FOR SPECIFIC WARRANTY PROVISIONS FOR UNITS LOCATED OUTSIDE OF THESE COUNTRIES.

STRUCTURAL COMPONENTS (ALL LIFTS):

ALL STRUCTURAL AND MECHANICAL COMPONENTS OF THIS UNIT ARE GUARANTEED FOR THE BELOW STATED TIME FRAME, SPECIFIC TO MODEL LISTED, FROM THE DATE OF INVOICE, AGAINST DEFECTS IN WORKMANSHIP AND/OR MATERIALS WHEN LIFT IS INSTALLED AND USED ACCORDING TO SPECIFICATIONS.

5-YEAR: MODELS A-7, SYSTEM IA, SYSTEM IA-10, TOMAHAWK-9000, LMF-12, TP-15, TP-16, TP-18, TP-20, TP-26, TP-30, & TL-7.

3-YEAR: MODELS TR-19, TR-25, FL-25, TR-33, TR-35, TR-50, TR-75, TR-110, TR-120, MP-SERIES, RP-SERIES LIFTS.

2-YEAR: MODELS PARALLELOGRAM SERIES LIFTS.

1-YEAR: MODELS HR-6, TD-1000, CT-1000, USL-6000.

POWER UNIT (ALL LIFTS):

ALL POWER UNIT COMPONENTS (MOTOR, PUMP AND RESERVOIR) ARE GUARANTEED FOR TWO YEARS FOR PARTS (ONE YEAR LABOR), FROM THE DATE OF INVOICE, AGAINST DEFECTS IN WORKMANSHIP AND/OR MATERIALS WHEN THE LIFT IS INSTALLED AND USED ACCORDING TO SPECIFICATIONS.

HYDRAULIC CYLINDERS (MODEL SPECIFIC LIFTS):

SEE MOHAWK'S "EXTENDED LIFETIME CYLINDER WARRANTY" FOR SPECIFIC WARRANTY PROVISIONS FOR HYDRAULIC CYLINDERS. THE "EXTENDED LIFETIME CYLINDER WARRANTY" IS APPLICABLE TO THE FOLLOWING MOHAWK LIFTS ONLY: A-7, SYSTEM IA, SYSTEM IA-10, LMF-12, TP-15, TP-18, TP-20, TP-26, TP-30. ALL OTHER MODELS ARE GUARANTEED FOR TWO YEARS PARTS AND ONE YEAR LABOR (EXCEPT HR-6, WHICH IS ONE YEAR PARTS ONLY), FROM THE DATE OF INVOICE, AGAINST DEFECTS IN WORKMANSHIP AND/OR MATERIALS WHEN THE LIFT IS INSTALLED AND USED ACCORDING TO SPECIFICATIONS.

ELECTRICAL COMPONENTS (ALL LIFTS):

ALL ELECTRICAL COMPONENTS (EXCLUDING MOTOR) ARE GUARANTEED FOR ONE YEAR FOR PARTS AND LABOR, FROM THE DATE OF INVOICE, AGAINST DEFECTS IN WORKMANSHIP AND/OR MATERIALS WHEN THE LIFT IS INSTALLED AND USED ACCORDING TO SPECIFICATIONS.

PNEUMATIC-AIR COMPONENTS (ALL LIFTS):

ALL PNEUMATIC (AIR) COMPONENTS (I.E. AIR CYLINDERS AND POPPET AIR VALVES) ARE GUARANTEED FOR ONE YEAR FOR PARTS AND LABOR, FROM THE DATE OF INVOICE, AGAINST DEFECTS IN WORKMANSHIP AND/OR MATERIALS WHEN THE LIFT IS INSTALLED AND USED ACCORDING TO SPECIFICATIONS.

STANDARD OPTIONS (ALL LIFTS):

ALL STANDARD OPTIONS OF THIS UNIT ARE GUARANTEED FOR ONE YEAR FOR PARTS AND LABOR, FROM THE DATE OF INVOICE, AGAINST DEFECTS IN WORKMANSHIP AND/OR MATERIALS WHEN LIFT IS INSTALLED AND USED ACCORDING TO SPECIFICATIONS.

SPECIAL AND/OR CUSTOMIZED LIFTS AND OPTIONS:

ALL "SPECIAL" LIFTS AND/OR "CUSTOMIZED" OPTIONS ON THIS UNIT ARE GUARANTEED FOR ONE YEAR FOR PARTS ONLY (EXCLUDING LABOR), FROM THE DATE OF INVOICE, AGAINST DEFECTS IN WORKMANSHIP AND/OR MATERIALS WHEN THE LIFT IS INSTALLED AND USED ACCORDING TO SPECIFICATIONS.

WARRANTY EXCEPTIONS (ALL LIFTS):

ADJUSTMENTS: THIS WARRANTY DOES NOT COVER CASUAL AND ROUTINE ADJUSTMENTS SUCH AS, BUT NOT LIMITED TO: FITTINGS, J-BAR ADJUSTMENTS, ANCHOR BOLT RE-TIGHTENING, OR ANY SHIMMING OR ADJUSTMENTS REQUIRED DURING A PROPER AND PROFESSIONAL INSTALLATION BY A QUALIFIED INSTALLER.

MAINTENANCE AND INSPECTIONS: IF THIS UNIT IS NOT MAINTAINED AND INSPECTED IN ACCORDANCE TO THE RELEVANT SECTIONS IN THE USERS MANUAL FOR THIS SPECIFIC MODEL, WARRANTY IS SUSPENDED UNTIL THE LIFT CONDITION IS PROVEN TO BE TO MOHAWK'S SATISFACTION (ANY CURRENT CLAIMS WILL NOT BE PAID UNTIL THIS REQUIREMENT IS MET). OSHA, ANSI AND MOHAWK REQUIRE THAT RECORDS MUST BE MAINTAINED TO PROVE THAT INSPECTIONS AND MAINTENANCE OF THIS UNIT HAVE BEEN ROUTINELY PERFORMED BY QUALIFIED INDIVIDUALS.

ABUSE: IF THIS UNIT IS FOUND TO BE OVERLOADED (PURPOSELY OR UNKNOWINGLY), USED IN A SITUATION BEYOND ITS INTENDED FUNCTION, NOT MAINTAINED OR INSPECTED REGULARLY, OR USED IN AN ABUSIVE ENVIRONMENT, ETC., THIS WARRANTY IS VOID IN ITS ENTIRETY.

NON-EXISTENT PROBLEMS: FOR SERVICE VISITS, PART REPLACEMENTS, LABOR, ETC. FOR PARTS FOUND TO BE NON-DEFECTIVE, OR FOR A UNIT DIS-FUNCTION THAT DOES NOT EXIST, IT IS THE LIFT OWNER THAT REQUESTED THE SERVICE VISIT WHO BEARS THE RESPONSIBILITY OF ALL RELATED EXPENSES.

BATTERIES: ALL BATTERIES CARRY THE BATTERY MANUFACTURER'S WARRANTY. MAINTENANCE REQUIREMENTS AND ABUSE PROVISIONS ARE AS STATED BY THE BATTERY MANUFACTURER. REFER TO BATTERY MANUFACTURER'S WARRANTY.

*** THIS WARRANTY SUPERSEDES ALL OTHER WARRANTY POLICIES PREVIOUSLY STATED AND IN ALL OTHER MOHAWK PRODUCT SPECIFIC LITERATURE (MANUALS, BROCHURES, ETC.).**