



PRODUCT WARRANTY
Europe

Gromet S.r.l ("Seller"), as to the equipment manufactured by each respective affiliated company, warrants the new equipment it manufactures or sells worldwide to be free, under normal use and service, of any defects in manufacture or materials for the following time periods, commencing on the date on which such equipment is invoiced to the original buyer ("Buyer") or, if Buyer is a distributor and resells such equipment to a third party, no later than twelve months after the original invoice date:

WITH RESPECT TO STRUCTURAL ELEMENTS: 3 years;
WITH RESPECT TO ELECTRICAL COMPONENTRY: 12 months;
WITH RESPECT TO HYDRAULIC COMPONENTRY: 12 months;

provided that (1) Seller receives written notice of the defect within fifteen (15) days of its discovery and Buyer establishes that (i) the equipment has been maintained and operated within the limits of rated and normal usage; and (ii) the defect did not result in any manner from the intentional or negligent action or inaction by Buyer, its agents or employees, and (2) the product registration for the new equipment has been completed and received by Seller within fifteen (15) days of the equipment's "in-service" date. If requested by Seller, Buyer must return the defective equipment to Seller's manufacturing facility, or other location designated by Seller, for inspection, and if Buyer cannot establish that conditions (1) (i) and (1) (ii) above have been met, then this warranty shall not cover the alleged defect.

Seller's obligations and liability under this warranty is expressly limited to, at Seller's sole option, repairing or replacing, with new or remanufactured parts or components, any part which appears to Seller upon inspection to have been defective in material or workmanship. Such parts shall be provided at no cost to the Buyer, FCA Seller's parts facility (Incoterms 2010). Freight charges are not covered. If requested by Seller, components or parts for which a warranty claim is made shall be returned to Seller at a location designated by Seller. All return freight charges are the responsibility of the Buyer. All components and parts replaced under this warranty become the property of Seller.

This warranty shall be null and void if parts (including wear parts) or attachments other than genuine OEM Seller parts and attachments, are used in, or attached to, the equipment.

Accessories, assemblies and components included in Seller's equipment, which are not manufactured by Seller or one of Seller's affiliates, are subject to the warranty of their respective manufacturers. Normal maintenance, adjustments, or maintenance/wear parts are not covered by this warranty and are the sole maintenance responsibility of Buyer.

SELLER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, AND MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, AS TO THE EQUIPMENT AND PARTS IT SUPPLIES.

No employee or representative of Seller is authorized to modify this warranty unless such modification is made in writing and signed by an authorized officer of Seller. Seller's warranty is continuous for the stated periods, and "stopping and restarting" such periods is not permitted.

Seller's obligation under this warranty shall not include duty, taxes, environmental fees, including without limitation, disposal or handling of tires, batteries, petrochemical items, or any other charges whatsoever.

Improper maintenance, improper use, abuse, improper storage, operation beyond rated capacity, operation after discovery of defective or worn parts, accident, sabotage, Acts of God, or alteration or repair of the equipment by persons not authorized by Seller shall render this warranty null and void. Seller reserves the right to inspect the installation of the equipment and review maintenance procedures to determine if the failure is covered under this warranty.

NO TRANSFERABILITY OF WARRANTY: This warranty is limited to the original purchaser or original end-user if sold to a distributor, and is not assignable or otherwise transferable without the written agreement of Seller.

Gromet S.r.l, Via Canova 10/B, 36027, Rosà, VI, Italy.

www.axolift.com

ITEMS NOT COVERED BY WARRANTY

The following listed items, which are not exhaustive, are **NOT** covered under this warranty:

1. Items sold by any individual, corporation, partnership or any other organization or legal entity that is not authorized by Seller to distribute its equipment.
2. Inbound freight, duty and taxes for replacement components or outbound freight, duty, and taxes for any part requested as a warranty return.
3. Components which are not manufactured by Seller or its affiliates. Such components may include, but are not limited to, engines, tires, customer-supplied products, transmissions.

4. Replacement of a complete assembly that is field repairable by the replacement or repair of defective part(s) within the assembly. Seller has the option to repair or replace any defective part or assembly.

5. Wear parts and maintenance services including, but not limited to: lamps, lenses, O-rings, seals, gaskets, filters, breathers, belts, nozzles, friction plates, glass, clutch and brake linings, wire rope, nuts and fittings, adding or replacing of fluids, adjustments of any kind, services, inspections and supplies such as hand cleaners, towels and lubricants.

6. Damage caused by carrier handling. Any such claim for damage should be filed immediately with the respective carrier. (reference incoterms 2020)

7. Repairs, work required or parts exposed as the result of age, storage, weathering, lack of use, demonstration use, or use for transportation of corrosive chemicals.

8. Damage resulting to the equipment or parts should the owner or operator continue to operate the equipment after it has been noted that a failure has occurred.

9. Machines that have been altered without the written permission of Gromet S.r.l. Damage caused by, or labour or other costs related to, work performed by personnel not authorized by Seller to service the equipment and from use of non-standard or additional parts.

10. Travel, and related expenses, to a geographic area where Seller has no established service presence, or freight charges related to Buyer's shipment of equipment to an approved location for repair.

11. Lack of maintenance and checks as detailed in machines Manuals and Instructions on the machines.

IN NO EVENT SHALL SELLER, OR ANY AFFILIATE, SUBSIDIARY OR DIVISION THEREOF BE LIABLE FOR (A) LOST PROFITS AND/OR BUSINESS INTERRUPTION (WHETHER DIRECT OR INDIRECT); AND (B) INDIRECT, INCIDENTAL, CONSEQUENTIAL (WHETHER DIRECT OR INDIRECT) OR OTHER SIMILAR DAMAGES OR LOSSES OF ANY KIND WHATSOEVER, RESULTING FROM ANY BREACH OF EXPRESS OR IMPLIED WARRANTY, BREACH OF ANY REPRESENTATION OR ANY TERMS OF THIS WARRANTY, OR BREACH OF ANY DUTY OR OBLIGATION IMPOSED BY STATUTE, CONTRACT, TORT, COMMON LAW OR OTHERWISE (WHETHER OR NOT CAUSED BY THE NEGLIGENCE OF THE SELLER, ITS EMPLOYEES, AGENTS OR OTHERWISE), INCLUDING, WITHOUT LIMITATION, LOSS OF USE OF ANY EQUIPMENT, LOST PROFITS OR REVENUES, LABOUR OR EMPLOYMENT COSTS, DOWNTIME OR HIRE CHARGES, THIRD PARTY REPAIRS, IMPROPER PERFORMANCE OF WORK, LOSS OF SERVICE OF PERSONNEL, LOSS OF OPPORTUNITY, PENALTIES OF ANY KIND, PERSONAL INJURY, EMOTIONAL OR MENTAL DISTRESS, OR FAILURE OF EQUIPMENT TO COMPLY WITH ANY APPLICABLE LAWS OR REGULATIONS. The Seller's liability to the Buyer shall in no event exceed the purchase price of the equipment.

THIS WARRANTY IS EXPRESSLY IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, REPRESENTATIONS AND CONDITIONS, EXPRESS OR IMPLIED. ALL OTHER STATUTORY, CONTRACTUAL, TORTIOUS AND COMMON LAW OBLIGATIONS OR LIABILITY ON SELLER'S PART ARE HEREBY EXPRESSLY EXCLUDED TO THE MAXIMUM EXTENT PERMITTED BY LAW. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE WARRANTY CONTAINED HEREIN. Seller neither assumes nor authorizes any other person to assume for Seller any other liability in connection with the sale of Seller's equipment. In the event that any provision of this warranty is held unenforceable for any reason, the remaining provisions shall remain in full force and effect.

MAKING A CLAIM:

The customer must notify, Gromet S.r.l of any potential warranty claim providing a detailed description of the happened and attaching some detailed pictures of the damaged parts so Gromet S.r.l can undertake a thorough study of the issue. Gromet S.r.l will provide the customer with a unique Warranty Reference Number (WRN).

The customer must complete and return to Gromet S.r.l a Warranty Claim Form before any replacement parts are delivered to the customer. This form can be downloaded from the Axolift website.

Once Gromet S.r.l is satisfied that the warranty claim meets the warranty criteria they will arrange to deliver the replacement part(s) to the customer on a free of charge basis.

All defective part(s) replaced by the customer as part of a warranty claim should be kept at their premises for a minimum period of 90 days, so that if required, Gromet S.r.l can undertake an inspection of the part(s) or request that the defective part(s) is returned to Gromet S.r.l for further investigation.

[This product warranty is governed exclusively by Italian law. The applicability of the Vienna Sales Convention is excluded. Any disputes will be submitted to the Court where the Seller is located (Court of Vicenza, Italy), which will have exclusive jurisdiction. However, notwithstanding the foregoing, the Seller has the right to bring the dispute before the competent Court at the seat of the Buyer. In the event that the Buyer is established outside the European Economic Area, the Buyer expressly agrees that the Seller may, in its sole discretion, decide to submit any dispute arising out of or in connection with this warranty, arbitration administered in accordance with the rules of the Arbitration Chamber of Venice, to which the appointment of a Sole Arbitrator is delegated. The Arbitral Tribunal will judge ritually according to Italian law; the seat of the Arbitration will be Venice and the language of the procedure will be English]