



EKKO Material Handling Equipment Mfg., Inc

Warranty Policy

NO.: EK2018

GENERAL LIMITED WARRANTY AND TECHNICAL SUPPORT AGREEMENT

1. Name of Warrantor; Statement of Warranty

EKKO MATERIAL HANDLING EQUIPMENT MANUFACTURING, INC., located at 1761 W. Holt Avenue, Pomona, CA 91768, a subsidiary of EKKO Handling Equipment Co. Lt., (“Warrantor”), warrants that the product described in this warranty (“Product”) is free from defects in workmanship and materials for a period specified in section 4 of this agreement for the original purchaser of the Product.

2. Exclusions and Limitations

This warranty is void if: (i) the Product is operated or stored under abnormal use and maintenance conditions; (ii) if the Product is repaired, modified or altered, unless such repair, modification or alteration is expressly authorized by the Warrantor in writing; (iii) if the Product is subject to abuse, neglect, lightning strike, electrical failure or accident; (iv) if the Product is installed improperly; (v) if the serial number of the Product is defaced or missing; (vi) Equipment is operated in an inappropriate environment, including but not limited to cold storage, extreme heat, corrosive, dry or moist area; (vii) Operation NOT in accordance with official instructions manual and capacity; (viii) Product’s usage exceed its rated capacity; (ix) Product is damaged during its transportation.

WARRANTOR WILL NOT UNDER ANY CIRCUMSTANCES, WHETHER AS A RESULT OF BREACH OF CONTRACT, BREACH OF WARRANTY, TORT, STRICT LIABILITY OR OTHERWISE, BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL OR EXEMPLARY OR PUNITIVE DAMAGES INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS OR REVENUES, LOSS OF OTHER GOODS OR ASSOCIATED EQUIPMENT OR DAMAGES TO ANY ASSOCIATED EQUIPMENT, COST OF CAPITAL OR LABOR, COST OF REPLACEMENT OR SUBSTITUTE PRODUCTS, OR LOSS OF TIME. IN THE EVENT THAT WARRANTOR SHALL BE UNABLE TO REPAIR OR REPLACE THE PRODUCT AS REQUIRED HEREIN, THE LIABILITY OF WARRANTOR TO YOU OR ANY OTHER PARTY SHALL NOT EXCEED THE PRICE ACTUALLY PAID BY YOU FOR THE PRODUCT.

NOTE: SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

3. Parties to Whom Warranty is Extended

This warranty extends to the original purchaser of the Product during the term of the warranty.

4. Products Covered by Warranty and Coverage Periods

Warrantor will continuously improve product technology and update equipment designs; however, previously purchased products shall be excluded from this agreement. Warrantor further specifies coverage periods as follows:

A. Manual Equipment

- 1) Warrantor provides Thirty-Six (36) months limited warranty on the following parts of its manual equipment to the original purchaser of the Product: Frames, Forks, Platforms, and Handles of normal use as specified in its official instructions manual and capacity.

2) Warrantor provides Twenty-Four (24) months limited warranty on the following parts of its manual equipment to the original purchaser of the Product: Hydraulic Pumps, Rockers, and Push Rods of normal use as specified in its official instructions manual and capacity.

3) Warrantor provides Three (3) months limited warranty on the following parts of its manual equipment to the original purchaser of the Product: Wheels, Bearings, and Axles of normal use as specified in its official instructions manual and capacity.

B. Semi-Electric and Electric Equipment

1) Warrantor provides Thirty-Six (36) months limited warranty on the following parts of its electric equipment to the original purchaser of the Product: Frames, Forks, Platforms and Handles of normal use as specified in its official instructions manual and capacity.

2) Warrantor provides Twenty-Four (24) months limited warranty on the following parts of its electric equipment to the original purchaser of the Product: Transmission (gearbox shaft), Weldments, Traction Motor, SBW Motor and Decoder, SBW Wheel Controller of normal use as specified in its official instructions manual and capacity.

3) Warrantor provides Twelve (12) months limited warranty on the following parts of its electric equipment's to the original purchaser of the Product: Lift Motor, Hydraulic Pump, SBW Sensor, Built-in Chargers, Wiring Harness Assemblies of normal use as specified in its official instructions manual and capacity.

4) Warrantor provides Six (6) months limited warranty on the following parts of its electric equipment's to the original purchaser of the Product: Transistor Control Components, Control Cables, Tires, Motor Brushes, Contact tips, Switches, Bearings of normal use as specified in its official instructions manual and capacity..

5) Industrial battery and chargers, maintenance free batteries are warranted separately by the US battery suppliers. The factory provided chargers are warranted for 90 days, the first (90) days of warranty is unconditional, the remaining warranty period is pro-rated, and labor and travel time are not included.

COMPONENTS NOT SPECIFIED ABOVE ARE NOT INCLUDED WITHIN THE SCOPE OF THIS WARRANTY. WARRANTOR RESERVES THE RIGHT OF FINAL DETERMINATION OF WARRANTY COMPLIANCE. FOR PROMPT WARRANTY SERVICE, PLEASE CONTACT YOUR AUTHORIZED DEALER OF WARRANTOR.

5. Required Actions by Warrantor

In the event of a defect, malfunction, or other failure of the Product under circumstances that do not render this warranty void, the Warrantor will remedy the failure or defect by shipping replacement parts upon receipt and approval of a properly submitted claim under this agreement.

The original purchaser of the Product shall bear all shipping and handling fees (inbound and outbound) if the equipment is shipped to the authorized dealer of Warrantor for repair proven to be defective within warranty period. No equipment shall be returned without prior approval.

Certain defective parts must be returned for examination and approval prior to shipment of replacement parts. Items, including but not limited to electrical controls and drive wheel assemblies, must not be opened without prior approval. The original purchaser of the Product is responsible to contact Warrantor for instructions before proceeding with a warranty claim. Failure to do so may negate the warranty.

If warranty service at the location of the original purchaser of the Product is requested (or required), for any reason, the original purchaser of the Product will pay for all of the service technician's travel expenses and labor charges.

6. Procedures for Obtaining Performance of Warranty

A. To obtain performance of any obligation under this warranty, please contact any Warrantor Authorized Service Dealer. In order to locate a dealer convenient to you, please access Warrantor's website at <http://www.ekkolifts.com>

B. Bring the product and your proof of purchase (sales receipt) to the Service Dealer.

C. If for any reason, you are dissatisfied with the Service Dealer's analysis or with the assistance provided, contact us at 1761 W. Holt Avenue, Pomona, CA 91768, or call us toll free at 1-888-888-8888.

7. Variation of Rights According to State

This warranty gives you specific legal rights, and you may also have other rights that vary from state-to-state.

Thank you for the purchase our quality products.