

## GETMAN CORPORATION STANDARD PRODUCT WARRANTY Effective January 1<sup>st</sup> 2023

1. **Scope of Warranty.** GETMAN CORPORATION warrants new Utility Machines and Special & Custom Design Machines and Parts supplied by GETMAN CORPORATION and/or its AUTHORIZED DEALERS/AGENTS ("Products" or "Getman Products") to be free from defects in material and workmanship for the limited warranty periods and subject to the terms and limitations set forth below ("Warranty" or "Product Warranty").
2. **Warranty Periods.** The warranty periods for the Products are as follows:
  - a. New Utility Machines (excluding other categories listed below):
    - i. Twelve (12) months or two thousand (2,000) engine hours after completion of commissioning, or eighteen (18) months from delivery to the end user, whichever comes first.
  - b. Certified Rebuild/Remanufactured Utility Machines (excluding other categories listed below):
    - i. New components: Twelve (12) months or two thousand (2,000) engine hours after completion of commissioning, or eighteen (18) months from delivery to the end user, whichever comes first.
    - ii. Repaired components: Six (6) months or one thousand (1,000) engine hours from delivery to the end user, whichever comes first.
  - c. New Scissor Lift arm assemblies:
    - i. Five (5) years or ten thousand (10,000) engine hours, whichever comes first.
  - d. Spare Parts:
    - i. Genuine GETMAN CORPORATION authorized parts: Three (3) months from date of purchase.
  - e. Engines, Batteries, Tires:
    - i. These items are warranted directly to the user by their respective manufacturers. No additional warranty is provided by GETMAN CORPORATION.
  - f. New Machine Mainframe:
    - i. Five (5) years or ten thousand (10,000) engine hours, whichever comes first. Unless otherwise specified, all of the above-mentioned warranted periods are calculated from the date of start-up commissioning at the initial end user's site.
3. **Parties Benefitted.** Any liability whatsoever to any party other than the initial end user is expressly disclaimed. All warranties shall immediately terminate if the Purchaser expressly or impliedly purports to transfer or assign any of its rights under this Warranty to a third party. Any attempt by the Purchaser to transfer or assign the warranties provided by GETMAN CORPORATION to any third party shall be void unless GETMAN CORPORATION has provided its prior written consent to the Purchaser.

4. **Start-Up Commissioning Form.** The new or rebuilt unit start-up commissioning/warranty registration form shall be filled in, signed by an authorized representative of GETMAN CORPORATION, signed by the end user, and then scanned and entered the Warranty & Service Portal on the GETMAN CORPORATION web site within seven (7) days from start-up commissioning date. The warranty period starts from the date indicated on the start-up commissioning form. The completed start-up commissioning form must be received by GETMAN CORPORATION before any claims for warranty will be processed, excluding spare parts warranty.
5. **Engine Warranty.** The engine warranty registration shall be completed with a local engine representative. All engine warranties shall be handled with local OEM engine representative.
6. **Exclusions.** This Warranty does not cover:
  - a. normal wear and tear of the equipment, the need for normal maintenance service such as but not limited to, engine tune-ups, adjustments and inspections or normal replacement items (such as service filters), and damage resulting from failure to conduct recommended maintenance
  - b. consumables such as but not limited to, seals, filters, hoses, v-belts, tires, fittings, screws, bolts, washers, diaphragms, pick teeth, spray nozzles, idlers, rubber skirting, windscreens, glass panels and wear parts (G.E.T) etc.
  - c. parts which can be repaired or corrected with minimal action such as but not limited to, changing of seals and tightening or adjustment.
  - d. damage caused by the Purchaser's failure to store, maintain, or operate machines, equipment, or other Products properly; or due to overloading or failure to pay proper attention to service and operating instructions or caused by accident or working beyond rated capacities or exceeding or not meeting recommended power inputs
  - e. damage caused by negligence or failure of Purchaser to maintain the machines in accordance with GETMAN Corporation's maintenance recommendations. Documented service history is required to bring a Warranty claim.
  - f. damage or premature failure caused by operating the equipment beyond rated capacity or for other purpose than its original design.
  - g. any defect or damage in materials or design provided by the Purchaser, or which are a consequence of the Purchaser's actions.
  - h. any parts or components manufactured or supplied by third parties or damage to Products caused by such third-party parts or components.
  - i. any indirect costs such as labor, meals, travel, and similar costs or any transportation unless agreed to in writing.
  - j. On January 31 of each year dealers and direct customers will notify the Getman warranty handler of their annual labor charge out rate associated to warranty repairs.
  - k. any direct or indirect consequential damage including but not limited to loss of revenue or profit, loss of production or loss of use of any equipment.
  - l. damage caused by external factors or objects or forces of nature, including but not limited to rock falls, vehicle collisions, etc.

- m. Any defects present on a Getman Scaler boom that has a back pick installed.
7. **Waivers.** This Warranty contains the entire warranty terms and conditions between GETMAN CORPORATION and the Purchaser. Notwithstanding anything to the contrary contained in this Warranty or otherwise, the Purchaser expressly waives all claims against GETMAN CORPORATION (and against affiliates, contractors, subcontractors, consultants, employees, agents and vendors of GETMAN CORPORATION) for any consequential, incidental, indirect, special, exemplary, or punitive damages; including, but not limited to, loss of actual or anticipated profits, revenues or product; loss by reason of shutdown or non-operation; increased expense of manufacturing, operation, borrowing or financing; loss of use or productivity; or increased cost of capital, and regardless of whether any such claim arises out of breach of contract or warranty, tort (including negligence), product liability, indemnity, contribution, strict liability or any other legal theory. All limitations in this warranty on GETMAN Corporation's liability shall apply notwithstanding the fact that GETMAN Corporation's warranties fail of their essential purpose or are held to be invalid or unenforceable.
8. **Limitations.** Under no circumstances and in no conditions shall GETMAN Corporation's liability whether in respect of one claim or in the aggregate, arising out of any contract, exceed the purchase price for the warranted Product. Warranty claims less than fifty dollars (USD 50) or the equivalent in another currency are not covered by this Warranty.
9. **Timing.** On receipt of notification of a warranted defect, GETMAN CORPORATION shall remedy the defect pursuant to an orderly schedule as business demands allow at GETMAN Corporation's discretion in accordance with these terms of Warranty. Upon receipt of a warranty claim, the submitter can expect a Return Materials Authorization that proceeds any movement of said defective part(s).
10. **Authorized Parts Required.** No Warranty claim will be considered, and this Warranty will be considered null and void, if other than GENUINE GETMAN CORPORATION AUTHORIZED SPARE PARTS are used in the warranted Machine, equipment, or other Products, or if GENUINE GETMAN CORPORATION AUTHORIZED SPARE PARTS are dismantled and used other than in the Product originally supplied to the Purchaser by GETMAN CORPORATION.
11. **Proof of Purchase.** All Warranty claims need to have a proof of purchase which may include:  
a. Copy of invoice or order number; or  
b. Documentation WO
12. **Claims Procedure.** Warranty claims must be completed online using the GETMAN CORPORATION website by an Authorized Dealer/Agent. Claims must include digital photographs of the failure, Equipment serial number, engine hours, and where possible, detailed information about the operations prior to the failure occurring. The hard copy forms shall be filled in and delivered to a GETMAN CORPORATION representative within fourteen (14) days following the date that the Purchaser discovers or should have discovered the alleged defect. Claims logged after this period will be denied. Submission of a claim may result in a parts return authorization. Getman will only accept parts returned after this authorization is given. Only one failure can be reported

for each claim. The warranty claim form must be sent to the Purchaser's local GETMAN CORPORATION representative for processing.

13. **Special Provisions for Parts Claims.** The obligation of GETMAN CORPORATION under this Warranty for claims related to parts is limited to:
- a. refunding the purchase price of the part; or
  - b. replacing the part, free of charge, with shipping prepaid, at the place of business of the GETMAN CORPORATION representative.

The Warranty of a replaced or repaired part expires at the same time as the original Warranty of the supplied vehicle, equipment, or other Product, or in the case of a part-only claim, refer to paragraph 2 of this Warranty. The Purchaser shall retain the claimed part for 90 days from claim settlement, for GETMAN CORPORATION/AUTHORIZED DEALER/AGENT inspection, and on request the alleged defective part shall be sent as directed by GETMAN CORPORATION and at GETMAN CORPORATION'S cost to a destination designated by GETMAN CORPORATION. No part may be returned to GETMAN CORPORATION without GETMAN CORPORATION'S prior written consent. After resolution of a Warranty claim, the title to the defective parts shall be transferred to GETMAN CORPORATION.

14. **Appeals.** APPEAL PERIOD FOR GETMAN CORPORATION'S DECISION RESOLVING A WARRANTY CLAIM IS FOURTEEN (14) DAYS FOLLOWING THE DATE OF DECISION AFTER WHICH THE SAID DECISION IS FINAL AND ANY FURTHER WARRANTY RIGHTS SHALL BE DEEMED WAIVED AND EXPIRED.

15. **Disclaimer.** THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES OR CONDITIONS EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO OTHER WARRANTIES EXPRESS OR IMPLIED ARE GIVEN UNLESS THEY ARE EXPRESSLY GIVEN BY GETMAN CORPORATION IN A WRITING SIGNED BY AN AUTHORIZED GETMAN CORPORATION REPRESENTATIVE.

16. **No Suspension.** This Warranty shall not be suspended on the grounds of non-use, intermittent use, or for any other reason.