

## JLG RECONDITIONED PRODUCT WARRANTY AMERICAS

JLG Equipment Services ("JLG") shall repair and/or replace defects in material or workmanship in its reconditioned products for three (3) years from the warranty start date or 3000 hours whichever comes first.

JLG agrees only to the repair or the replacement of any part or parts of the product (as defined by JLG in its Certified Used Warranty manual) which fail during the Coverage Period, provided JLG is notified of such failure within the applicable Coverage Period. In no case shall any warranty extend to defects in materials, components, or services furnished by third parties. Defects caused by chemical action or the presence of abrasive materials and defects arising following the operation beyond rated capacity or the improper use or application of any products shall not be considered defects within the scope of this warranty. If any repairs or alterations are made or any parts are replaced during the applicable warranty periods by anyone other than JLG or an entity authorized by JLG in accordance with authorized JLG service manuals or with parts, accessories, or attachments other than authorized by JLG for use in its products, customer shall pay for such repairs or parts without recourse against JLG, and JLG shall be relieved of responsibility for fulfillment of this warranty with respect to such repairs, alterations, or replacements so made. JLG's obligations under this warranty shall at all times be subject to its then current warranty policies and procedures. Routine maintenance, routine maintenance items (including paint and decals), and minor adjustments are excluded from this warranty. Certain components, including, but not limited to, engines, tires, transmissions\*, axles\* and batteries, which may be a part of the product are not manufactured or warranted by JLG. Any applicable warranty for such components is provided through – and will only be provided by - the original manufacturer of the component or its distributor organization, without any recourse to JLG. \*Units rebuilt by JLG are warranted by JLG.

JLG's Warranty Policy covers Parts, Labor, and Travel costs as outlined in JLG's then current warranty policies and procedures. Genuine JLG parts must be used in all repairs to be eligible for warranty reimbursement.

JLG Warranty Policy does not cover any duties, taxes, environmental fees, including without limitation, disposal or handling of tires, batteries, and petrochemical items.

Under no circumstances shall JLG be liable for any consequential or special damages which any person or entity may incur or claim to incur as a result of any defect in the product or in any correction or alteration thereof made or furnished by JLG or others. "Consequential" or "special damage" includes, but is not limited to costs of transportation, lost sales, lost orders, lost profits, lost income, increased over head, labor and material costs, and cost of manufacturing variances and operational inefficiencies. JLG's maximum liability under this warranty shall be the purchase price paid to JLG with respect to the product to which such warranty is claimed. The limitation of liability provisions herein shall apply to any and all claims or suits brought against JLG, including any claim based upon negligence, breach of contract, breach of warranty, strict liability or any other theories upon which liability may be asserted against JLG.

This warranty constitutes JLG's entire and exclusive warranty as to the product and is the sole and exclusive remedy for product defects in material and workmanship. JLG does not assume (and has not authorized any other person to assume on its behalf) any other warranty or liability in connection with any product covered by this warranty. **JLG EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES OF ANY KIND WHATSOEVER AS TO THE PRODUCT FURNISHED HEREUNDER, INCLUDING BUT NOT LIMITED TO ANY EXPRESS WARRANTIES, EXCEPT FOR THE EXCLUSIVE WARRANTY PROVIDED HEREIN, OR IMPLIED WARRANTIES AS TO MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE.**

This warranty shall be void, if, upon the occurrence of any incident involving any product made by JLG and resulting in any personal injury or property damage, customer shall fail to notify JLG within 48 hours of such occurrence or permit JLG and its representatives to have immediate access to such product and all records of or within the control of customer relating to the product and occurrence.

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