

HYSTER INDUSTRIAL TRUCKS POWERTRAIN SHIELD EXTENDED WARRANTY

Parts Only ☐ Parts and Labor ☐

CUSTOMER: _____

CITY: _____ STATE: _____

DEALER: _____ STATE: _____

MODEL: _____ SERIAL NUMBER: _____

WARRANTY OPTION NUMBER: _____

TERMS: _____ MONTHS _____ HOURS

DIESEL ENGINE COVERED: ___ YES ___ NO ___ NOT APPLICABLE

DEALER SIGNATURE _____

DATE _____

CUSTOMER SIGNATURE _____

DATE _____

Hyster Company (Hyster) warrants, for the period indicated above and subject to the terms indicated below, new industrial trucks sold to you by Hyster or an authorized Hyster industrial truck dealer for use in the United States or Canada to be, at the time of manufacture, free from defects in workmanship and materials and in compliance with the mandatory design and construction specifications in effect at the time of manufacture, of: (a) Part II, ANSI B56.1-1969, as required by OSHA standard 29 CFR 1910.178 (a) (2); (b) Part III, ANSI B56.1, and (c) the fire protection designation (G,D,LP, etc.) specified on the industrial truck. This extended warranty covers parts and labor, or parts only, as indicated above. All warranty service will be provided by an authorized Hyster industrial truck dealer during regular business hours.

This warranty covers, as applicable: **Engine (Non-Diesel)** – All Internal Lubricated Parts, Cylinder Block, Cylinder Heads and Valves, Crankshaft and Bearings, Camshaft and Bearings, Head and Valves, Pistons, Connecting Rods & Bearings, Rocker Arm, Flywheel, Flywheel Ring Gear, ECM (electronic control module), Manifold (exhaust and intake), Oil Pan, Oil Pump, Fuel Pump, Alternator, VSM (Vehicle System Manager). **Diesel Engines Accepted For Coverage by Hyster¹** – All Internal Lubricated Parts, Cylinder Block, Cylinder Heads and Valves, Crankshaft and Bearings, Camshaft and Bearings, Head and Valves, Pistons, Connecting Rods and Bearings, Rocker Arm, Injection Pumps, Flywheel, Flywheel Ring Gear. **Cooling System** – Radiator Fan, Water Pump. **Transmission** – All Internal Parts, Clutch Pack Assembly, Friction Disks, Separator Plates, Case, All Gears, Control Valve Assembly, Torque Converter, Solenoid Valve, Control Valve. **Drive Unit** – All Gears, Shafts, Housing. **Electric Motors** – Internal components exclusive of seals and gaskets, Drive, Steer and Hydraulic, Exclusions for non-AC motors, brushes, brush holder. **Electronics** – Traction Controller, Hydraulic Controller. **Printed Circuit Boards** – Solid State Components and printed Circuit boards inclusive to Drive Train. **Differential** – All Internal Parts, Ring Gear, Pinion Gear, Housing, Carrier. **Wire Guidance** – Electronic Control Module, Steer & Hydraulic Motor, Guidance Sensor, Program Logic Controller, Traction and Hydraulic Controller, Interface Board.

This warranty does not cover wear or periodic maintenance items including but not limited to lubricating grease and oils, bulbs, filters, fan belts, motor brushes, brake shoes, ignition parts, starters, switches, horns, packings, hoses, seals, bearings, charger, load wheels, caster wheels, tires, spark plugs, batteries or minor adjustments. This warranty also does not cover any items which show evidence of neglect, overload, abuse, accident, lack of maintenance in accordance with Hyster's recommended maintenance schedule or alterations not authorized by Hyster. This warranty is void if repairs or alterations to the industrial truck are made by any person or entity not authorized by Hyster.

A covered component will, at Hyster's sole option, be replaced or repaired if:

- a) during the extended warranty period, Hyster determines that the component is not performing in accordance with this warranty, and
- b) the industrial truck has been maintained, throughout the extended warranty period, in accordance with the applicable Published Maintenance Schedule under a periodic maintenance program approved by Hyster.

Hyster's obligation under this extended warranty is limited to the cost of a replacement part, not including freight or special charges, and the cost of labor, excluding the cost of travel, for replacement or repair, by an authorized Hyster industrial truck dealer performing the work during regular working hours.

All warranty repairs for Hyster industrial trucks up to 16,500 lbs. capacity are subject to a \$75 deductible for each warranty service call, which excludes travel expenses. All warranty repairs for Hyster industrial trucks 16,500 lbs. capacity and greater, and VNA industrial trucks, are subject to a \$250 deductible for each warranty service call, which excludes travel expenses.

¹ Some diesel engines may have a warranty provided by the engine's manufacturer. This extended warranty applies

The extended warranty period shall begin on the date of delivery for initial use and shall continue for the period of months or hours of operation, whichever should occur first, specified above. Records of proper inspection and maintenance under an authorized periodic maintenance program may be required by Hyster, at any time, to validate a claim and maintain this extended warranty.

You agree to promptly notify Hyster or the selling dealer of any alleged defects in the industrial truck and specifically describe the problem. Hyster shall have no obligations under this warranty with respect to any defect unless it received notice and a description of the defect during the warranty period.

Exclusions and Additional Limitations

1. This warranty relates to the condition of the industrial truck at the time of manufacture and does not cover parts or service required as a result of:
 - (a) **Normal wear and tear or required maintenance** including, without limitation: adjustments or replacement of components subject to wear and tear, or periodic maintenance items including but not limited to lubricating grease and oils, bulbs, filters, fan belts, motor brushes, brake shoes, ignition parts, starters, switches, horns, packings, hoses, seals, bearings, charger, load wheels, caster wheels, tires, spark plugs, batteries or minor adjustments.
 - (b) **Abuse** including, without limitation: neglect, improper operation, misapplication, induced contamination, overloading, accident or alterations not approved by Hyster.
 - (c) **Lack of maintenance** including without limitation: failure to inspect and maintain in accordance with Hyster's published schedules, improper repair, use of parts not approved by Hyster, cracked engine heads and blocks unless caused by the failure of an internally lubricated part of repair or engine valves, rings or guides.
2. Cummins and Detroit Diesel or other engines not manufactured by Hyster are incorporated in or delivered with a Hyster industrial truck and are warranted by their respective manufacturers.
3. Hyster reserves the right to make changes and improvements in the design and construction of its products without thereby being obligated to make corresponding changes and improvements in previously manufactured product.
4. Hyster reserves the right to deny warranty coverage for any repair to an industrial truck having a nonfunctional or altered hour meter.
5. This warranty may not be changed, altered, or modified in any way except in writing by Hyster. This warranty shall be void if repairs or alterations to a Hyster industrial truck are made by any person or entity not authorized by Hyster.

THIS LIMITED EXTENDED WARRANTY IS THE EXCLUSIVE WARRANTY PROVIDED BY HYSTER. HYSTER MAKES NO OTHER WARRANTIES AND THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WRITTEN OR ORAL, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. HYSTER'S OBLIGATION TO REPAIR OR REPLACE A DEFECTIVE PART COVERED BY THIS EXTENDED WARRANTY SHALL BE THE LIMIT OF ITS LIABILITY UNDER THIS WARRANTY AND THE SOLE AND EXCLUSIVE RIGHTS AND REMEDY AVAILABLE TO THE USER. LIABILITY OR OBLIGATION ON THE PART OF HYSTER AND ITS AFFILIATES FOR ANY OTHER AMOUNT OR DAMAGES IS HEREBY DISCLAIMED, WHETHER INCIDENTAL, CONSEQUENTIAL, GENERAL, SPECIAL, OR EXEMPLARY AND WHETHER THE CLAIM ARISES IN CONTRACT, TORT, FOR NEGLIGENCE OR OTHERWISE. THERE ARE NO OTHER WARRANTIES THAT EXTEND BEYOND THOSE DESCRIBED HEREIN.