



LIMITED WARRANTY
HYSTER INDUSTRIAL TRUCKS
UNITED STATES AND CANADA
Option 604-98 Series: G007 & F019
Models: H170-280HD & H300-360HD



Hyster Company ("Hyster") warrants, for the period and subject to the terms indicated below, new industrial trucks ("product") 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, GS, D, LP, LPS, E, EE, etc.) specified on the product.

A. For Thirty-six (36) months or 6,000 hours of operation from the date of delivery, whichever comes first, Hyster Company will, at its sole option, repair or replace the part found by Hyster not to conform to this warranty. All warranty service will be provided by an authorized Hyster industrial truck dealer during regular business hours.

B. For Six (6) months from the date of installation for initial use, replacement parts will be repaired or replaced if found by Hyster not to conform to this warranty. This warranty does not include freight, travel, special charges or cost of installation.

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

Exclusions and Additional Limitations

1. This warranty relates to the condition of the product 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, such as brake shoes, tires, bulbs, filters, spark plugs, batteries, lubrication grease and oils. Seals, wipers, packings, belts, and bearings are excluded beyond 12 months or 2000 hours whichever comes first.
 - (b) **Abuse** including, without limitation: neglect, improper operation, misapplication, induced contamination, overloading, accident or alterations not approved by Hyster Company.
 - (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 or repair of engine valves, rings or guides.
 - (d) **Damage caused in transit.**

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2. The tightening of bolts, screws, fittings, or electrical connections and wiring; all adjustments; or repair or replacement of tires, caster wheels, load wheels or batteries which may be required, for any reason, more than ninety (90) days or 500 hours of operation after the date of delivery for initial use, whichever occurs first, is expressly excluded from this warranty.
3. Hyster Company does not warrant and this warranty does not apply to trade accessories, tires, batteries, chargers, cabs, attachments, or other engines not manufactured by Hyster Company which are incorporated in or delivered with a Hyster industrial truck and which are warranted by their respective manufacturers.
4. Hyster Company 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.
5. Hyster Company reserves the right to deny warranty coverage for any repair to an industrial truck having a nonfunctional or altered hour meter.
6. Notwithstanding Section B above, replacement parts installed on industrial trucks pursuant to Section A of this warranty are warranted only for the remainder of the initial truck warranty period.
7. This warranty may not be changed, altered or modified in any way except in writing by Hyster Company. This warranty shall be void if repairs or alterations to a Hyster industrial truck are made by any person or firm not authorized by Hyster Company.

THIS LIMITED WARRANTY IS THE EXCLUSIVE WARRANTY PROVIDED BY HYSTER COMPANY. 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 COMPANY'S OBLIGATION TO REPAIR OR REPLACE SHALL BE THE LIMIT OF ITS LIABILITY UNDER THIS WARRANTY AND THE SOLE AND EXCLUSIVE RIGHTS AND REMEDY OF THE USER. LIABILITY OR OBLIGATION ON THE PART OF HYSTER COMPANY 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 WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.

(Option 604-98 only applies to those units or orders that carry this option number.)