



12 MONTHS/2000 HOURS

Effective Date of this Warranty: April 1, 2008

MITSUBISHI FORKLIFT TRUCKS WARRANTY

WARRANTY PERIOD

Mitsubishi Caterpillar Forklift Asia Pte Ltd (MCFS) warrants that each new Mitsubishi Forklift Truck distributed by MCFS shall be free, under normal use with proper maintenance, from defects in material or workmanship for a period of **Twelve (12) months from the date of delivery** to the original customer from an authorised MCFS Mitsubishi Forklift Truck Dealer **or the first 2000 operating hours** ("Warranty Period"), whichever first occurs.

MCFS RESPONSIBILITIES

If a defect in material or workmanship is identified during the Warranty Period, MCFS will, during normal working hours and through a place of business of an MCFS Mitsubishi Forklift Truck Dealer or other MCFS authorised source :-

- Provide (at MCFS's choice) new, remanufactured or MCFS approved repaired parts or assembled components needed to correct the defect(s).
NOTE :- Items replaced under this Warranty become the property of MCFS.
- Replace lubricating oil, filters, antifreeze and other service items made unusable by the defect.
- Provide labor needed to correct the defect(s).

MCFS is **not** responsible for defects resulting from :-

- Any use or installation which MCFS determines is improper.
- Repairs by other than a MCFS authorised repair facility.
- Abuse, accident, neglect and / or improper repair or storage.
- Customer's unreasonable delay in making the Mitsubishi Forklift Truck available after being notified of a potential product problem.
- Any parts or accessories installed on a Mitsubishi Forklift Truck which were not manufactured, recommended or installed by MCFS including, without limitation, forks, attachments, masts, tires and batteries. Claims with respect to such items, if any shall be made solely to the respective manufacturer.

Parts replaced under this Warranty are warranted for the remainder of the Warranty Period of the Mitsubishi Forklift Truck. MCFS reserves the right to make any changes in design and improvement without incurring any obligation to incorporate such improvements in any product already shipped from its factory premises or which is in the hands of the customer.

TRUCKS WITH KNOWN FAILED OR DEFECTIVE PARTS MUST BE IMMEDIATELY REMOVED FROM SERVICE.

Distributed by: **MITSUBISHI CATERPILLAR FORKLIFT ASIA PTE LTD**
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Singapore 637444
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RCB No.: 199203169H

MMWAR0001-01:

CUSTOMER RESPONSIBILITIES

The customer is responsible for :-

- All transportation expenses, if any, related to a claim under this Warranty.
- Labor expenses, except as stated under "MCFS Responsibilities".
- Federal, state and local taxes, if applicable.
- Parts shipping charges in excess of those which are usual and customary.
- Expenses to investigate complaints, unless the problem is caused by a defect in MCFS material or workmanship.
- Giving timely notice of defect covered by this Warranty and promptly making the Mitsubishi Forklift Truck available for repair. All claims for coverage under this Warranty must be filed with MCFS no later than thirty (30) days after the expiration of the Warranty Period.
- Giving timely prior written notice of the transfer of ownership of the Mitsubishi Forklift Truck covered by this Warranty. Any transfers of the Mitsubishi Forklift Truck covered by this Warranty will be covered only for the remainder of the Warranty Period, if any.

This Warranty required proper and timely maintenance and periodic inspections of the Mitsubishi Forklift Truck as indicated in the operator's manual furnished with each Mitsubishi Forklift Truck. The cost of routine or required maintenance and service is the responsibility of the customer. The customer is required to keep documented evidence of when and by whom maintenance and service are performed.

WARRANTY LIMITATIONS / DISCLAIMERS

THE FOREGOING SHALL CONSTITUTE THE SOLE AND EXCLUSIVE REMEDY OF ANY CUSTOMER OF AN MCFS MITSUBISHI FORKLIFT TRUCK AND THE SOLE AND EXCLUSIVE RESPONSIBILITY OF MCFS AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. MCFS NEITHER ASSUMES NOR AUTHORISES ANY PERSON TO ASSUME FOR IT ANY OTHER OBLIGATION OR RESPONSIBILITY IN CONNECTION WITH THIS MITSUBISHI FORKLIFT TRUCK WARRANTY. IN NO EVENT SHALL MCFS BE RESPONSIBLE FOR DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, OR FOR ANY DELAY OR ANY ECONOMIC OR COMMERCIAL LOSS RESULTING FROM MCFS'S PERFORMANCE OR NON-PERFORMANCE UNDER THIS WARRANTY. THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL WARRANTIES, OBLIGATIONS OR RESPONSIBILITIES OF MITSUBISHI FORKLIFT TRUCK DEALERS, EXPRESSED, IMPLIED, OR STATUTORY.

WARRANTY COVERAGE IS NOT EXTENDED TO REPAIRS OR PARTS AND SERVICES REQUIRED AS A RESULT OF NORMAL OR ACCELERATED WEAR AND TEAR (I.E., BRAKE SHOES, BELTS, HOSES, SEALS AND PACKINGS, TIRES, LIGHT BULBS, BATTERY CONNECTORS) AND PERIODIC MAINTENANCE WHICH IS PERFORMED IN ACCORDANCE WITH PUBLISHED SCHEDULES (I.E., TUNE-UP PARTS, FILTERS, SPARK PLUGS, ELECTRIC MOTOR BRUSHES, FUSES, LOAD WHEEL).

THE DELIVERY REPORT AND ANY TRANSFER NOTIFICATION MUST BE COMPLETED AND RETURNED TO MCFS.

FAILURE TO COMPLETE AND RETURN THE DELIVERY REPORT OR A TRANSFER NOTIFICATION MAY AFFECT CLAIMS UNDER THIS WARRANTY.