

6 MONTHS/1000 HOURS

Effective Date of this Warranty: October 1, 2017

MITSUBISHI FORKLIFT TRUCKS PARTS WARRANTY

REPLACEMENT PARTS AND ASSEMBLED COMPONENTS

WARRANTY PERIOD

Mitsubishi Logisnext Asia Pacific Pte. Ltd. (MLAP) warrants that each new or remanufactured replacement part or assembled component (including forklift truck engines) distributed by MLAP shall be free, under normal use with proper maintenance, from defects in material or worksmanship for a period of Six (6) months from the date of sale to the original customer from an authorised MLAP Mitsubishi Forklift Truck Dealer or the first 1000 operating hours ("Warranty Period"), whichever first occurs.

MLAP RESPONSIBILITES

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

- Provide (at MLAP's choice) new, remanufactured or MLAP approved repaired parts or assembled components needed to correct the defect(s).
 - **NOTE**:- A part or component replaced under this Warranty must be returned to the authorized MLAP Mitsubishi Forklift Truck Dealer from whom the part or component was obtained, if requested. Otherwise, customers must properly dispose of any defective part, component (including batteries), materials or fluids (incuding fuel oil and antifreeze).
- Replace lubricating oil, filters, antifreeze and other service items made unusable by the defect.
- In the case of an assembled component (including engines), provide repair labor needed to correct the defect, excluding
 assembled component removal and installation labor.

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

- Any use or installation which MLAP determines is improper
- The use of attachments, accessory items and parts not distributed by MLAP.
- Repairs by other than a MLAP authorised repair facility.
- Abuse, accident, neglect and / or improper repair or storage, including the installation of a part or assembled component in a contaminated system.
- Customer's unreasonable delay in making the defective part or assembled component available after being notified of a
 potential product problem.

MLAP reserves the right to make 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.

CUSTOMER RESPONSIBILITIES

The customer is responsible for :-

- The costs associated with transporting the product or equipment in which the part is installed.
- Labor costs, except as stated under "MLAP Responsibilities".
- Federal, state and local taxes, if applicable.
- The proper disposal of all fluids (including fuels oil and antifreeze) and of a defective part, component (including batteries)
 or materials not returned to MI AP.
- Shipping charges in excess of those which are usual and customary.
- Costs to investigate complaints, unless the problem is caused by a defect in MLAP material or workmanship.
- Giving timely notice of a warranty failure and promptly making the defective part or assembled component available for repair. All claims for coverage under the Warranty must be filled with MLAP no later than thirty (30) days after the expiration of the Warranty Period.

This Warranty required proper and timely maintenance and periodic inspections of parts and assembled components which require such maintenance or inspection. 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 A MLAP REPLACEMENT PART OR ASSEMBLED COMPONENT AND THE SOLE AND EXCLUSIVE RESPONSIBILITY OF MLAP 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. MLAP NEITHER ASSUMES NOR AUTHORISES ANY PERSON TO ASSUME FOR IT ANY OTHER OBLIGATION OR RESPONSIBILITIY IN CONNECTION WITH THIS PARTS WARRANTY. IN NO EVENT SHALL MLAP BE RESPONSIBLE FOR DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, OR FOR ANY DELAY OR ANY ECONOMIC OR COMMERCIAL LOSS RESULTING FROM MLAP'S PERFORMANCE OR NON-PERFORMANCE UNDER THIS WARRANTY. THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL WARRANTIES, OBLIGATIONS OR RESPONSIBILITIES OF MLAP MITSUBISHI FORKLIFT TRUCK DEALERS, EXPRESSED, IMPLED, OR STATUTORY.

KNOWN FAILED OR DEFECTIVE PARTS OR ASSEMBLED COMPONENT MUST BE IMMEDIATELY REMOVED FROM SERVICE.

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