



NEW CRANE PRODUCT WARRANTY

The applicable Manitowoc Cranes legal entity selling the crane warrants to the original purchaser ("Purchaser") of each new crane manufactured by Manitowoc, that such crane will be free from defects in material and workmanship under normal use and service. The applicable general warranty period for each new crane is: (a) twelve (12) months from date of initial installation or commissioning; (b) 2,400 hours of operation; or (c) twenty-four (24) months from date of shipment by Manitowoc, whichever event shall first occur. The applicable extended structural warranty period for crane weldments on the following page is five (5) years from the date of shipment by Manitowoc; provided, however, that the crane is used solely for lift applications. Manitowoc does not provide any warranty and Manitowoc specifically disclaims any liability relating to the diesel engines, tires, or National Crane boom-truck carriers (inclusive of the Grove TMC540 commercial carrier); however, Purchaser may be entitled to the respective engine, tire, boom-truck carrier OEM's pass-through warranty (subject to any registration requirements).

No claims under this warranty shall be valid unless the Purchaser notifies Manitowoc or its authorized distributor, in writing, of the defect within sixty (60) days after such defect is first discovered, but in no event later than thirty (30) days after the expiration of the applicable warranty period, and the Purchaser processes its claim using proper warranty claim procedures as may be provided by Manitowoc from time-to-time.

Certain documentation must be submitted in order to process warranty claims. Such documentation includes photos and detailed service reports to document: the initial fault, troubleshooting procedures that were performed, and the conclusion of the fault being repaired. Claims submitted without the proper documentation will not be processed.

Manitowoc's sole obligation to the Purchaser is limited to the repair or replacement of any products or parts which Manitowoc, in its sole discretion, determines to be defective in materials or workmanship, at Manitowoc's option (replacement parts may be new, or factory approved reconditioned parts, at Manitowoc's discretion). Manitowoc may require the return of products or parts, surface freight charges prepaid by the Purchaser, to a facility designated by Manitowoc for inspection and analysis. Reasonable surface freight charges and reasonable labor expenses incurred for approved warranty repairs during the applicable warranty period for each new crane will be reimbursed by Manitowoc; however, transportation and labor charges covering any product or part returned which proves not to be defective shall be at Purchaser's expense. All defective parts removed from the crane will become the Manitowoc's property.

Warranty work must be performed by Manitowoc or an authorized Manitowoc distributor using only genuine Manitowoc supplied parts.

Manitowoc's liability with respect to the cranes sold to Purchaser shall be limited to the warranty provided herein and in no event shall Manitowoc's maximum liability exceed the cost of furnishing a replacement for a defective product or part. MANITOWOC SHALL NOT BE SUBJECT TO ANY OTHER OBLIGATIONS OR LIABILITIES, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR UNDER OTHER THEORIES OF LAW OR EQUITY, WITH RESPECT TO GOODS SOLD BY MANITOWOC, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATING THERETO. Without limiting the generality of the foregoing, Manitowoc specifically disclaims any liability for property damages, penalties, special or punitive damages, damages for lost profits or revenues, down-time, lost good will, cost of capital, cost of substitute goods or services, or for any other types of economic loss, or for claims of Purchaser's customers or any third party for any such damages, costs or losses. MANITOWOC SHALL NOT BE LIABLE FOR AND DISCLAIMS ALL CONSEQUENTIAL, INCIDENTAL, INDIRECT AND CONTINGENT DAMAGES WHATSOEVER.

This warranty shall not apply to ordinary wear and tear; negligence; acts of God; vandalism; abuse; misuse; neglect; accident or causes beyond the reasonable control of Manitowoc, including without limitation fires, freezing, floods and other natural disasters; overloading; unauthorized altered, modified or changed products or parts; products or parts which have not been properly installed, stored, operated or maintained or which have been improperly adjusted; normal wear and tear or the Purchaser's neglect, negligence or willful damage; any products or parts not provided by Manitowoc; any products or parts which have been repaired outside of Manitowoc's or Manitowoc's authorized distributor or repair facility unless authorized in writing by Manitowoc, or damages caused by failure to follow the maintenance procedures outlined in the applicable owner's manual or in technical bulletins issued by Manitowoc.

Transferability: This warranty is personal to the Purchaser and may only be transferred or assigned with the prior written consent of Manitowoc or by an authorized distributor of Manitowoc with a written distribution agreement then in effect.

THE ABOVE WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED; AND MANITOWOC EXPRESSLY DISCLAIMS AND EXCLUDES ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. Rev. 07/31/2023



NEW CRANE EXTENDED WARRANTY (Non GRT Products)

The applicable Manitowoc Cranes legal entity selling the crane warrants to the original purchaser ("Purchaser") of each new crane manufactured by Manitowoc, that such crane will be free from defects in material and workmanship under normal use and service. The applicable extended warranty period for each new crane based on options purchased or granted is: (a) one (1) year extended parts and labor only warranty in addition to the standard one-year parts and service warranty and does not include travel, mileage, or engine as indicated on the sales option price list for each crane model. Or (a) two (2) year extended parts and labor only warranty in addition to the standard one-year parts and service warranty and does not include travel, mileage, or engine as indicated on the sales option price list for each crane model.

All extended warranty option years start upon expiration of initial warranty period.

The applicable structural warranty period for crane weldments on the following page is five (5) years from the date of shipment by Manitowoc; provided, however, that the crane is used solely for lift applications.

Manitowoc does not provide any warranty and Manitowoc specifically disclaims any liability relating to the diesel engines, tires, or National Crane boom-truck carriers (inclusive of the Grove TMC540 commercial carrier); however, Purchaser may be entitled to the respective engine, tire, boom-truck carrier OEM's pass-through warranty (subject to any registration requirements).

No claims under this warranty shall be valid unless the Purchaser notifies Manitowoc or its authorized distributor, in writing, of the defect within sixty (60) days after such defect is first discovered, but in no event later than thirty (30) days after the expiration of the applicable warranty period, and the Purchaser processes its claim using proper warranty claim procedures as may be provided by Manitowoc from time-to-time.

Certain documentation must be submitted in order to process warranty claims. Such documentation includes photos and detailed service reports to document: the initial fault, troubleshooting procedures that were performed, and the conclusion of the fault being repaired. Claims submitted without the proper documentation will not be processed.

Manitowoc's sole obligation to the Purchaser is limited to the repair or replacement of any products or parts which Manitowoc, in its sole discretion, determines to be defective in materials or workmanship, at Manitowoc's option (replacement parts may be new, or factory approved reconditioned parts, at Manitowoc's discretion). Manitowoc may require the return of products or parts, surface freight charges prepaid by the Purchaser, to a facility designated by Manitowoc for inspection and analysis. Reasonable surface freight charges and reasonable labor expenses incurred for approved warranty repairs during the applicable warranty period for each new crane will be reimbursed by Manitowoc; however, transportation and labor charges covering any product or part returned which proves not to be defective shall be at Purchaser's expense. All defective parts removed from the crane will become the Manitowoc's property.

Warranty work must be performed by Manitowoc or an authorized Manitowoc distributor using only genuine Manitowoc supplied parts. Manitowoc's liability with respect to the cranes sold to Purchaser shall be limited to the warranty provided herein and in no event shall Manitowoc's maximum liability exceed the cost of furnishing a replacement for a defective product or part. MANITOWOC SHALL NOT BE SUBJECT TO ANY OTHER OBLIGATIONS OR LIABILITIES, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR UNDER OTHER THEORIES OF LAW OR EQUITY, WITH RESPECT TO GOODS SOLD BY MANITOWOC, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATING THERETO. Without limiting the generality of the foregoing, Manitowoc specifically disclaims any liability for property damages, penalties, special or punitive damages, damages for lost profits or revenues, down-time, lost good will, cost of capital, cost of substitute goods or services, or for any other types of economic loss, or for claims of Purchaser's customers or any third party for any such damages, costs or losses. MANITOWOC SHALL NOT BE LIABLE FOR AND DISCLAIMS ALL CONSEQUENTIAL, INCIDENTAL, INDIRECT AND CONTINGENT DAMAGES WHATSOEVER.

This warranty shall not apply to ordinary wear and tear; negligence; acts of God; vandalism; abuse; misuse; neglect; accident or causes beyond the reasonable control of Manitowoc, including without limitation fires, freezing, floods and other natural disasters; overloading; unauthorized altered, modified or changed products or parts; products or parts which have not been properly installed, stored, operated or maintained or which have been improperly adjusted; normal wear and tear or the Purchaser's neglect, negligence or willful damage; any products or parts not provided by Manitowoc; any products or parts which have been repaired outside of Manitowoc's or Manitowoc's authorized distributor or repair facility unless authorized in writing by Manitowoc; or damages caused by failure to follow the maintenance procedures outlined in the applicable owner's manual or in technical bulletins issued by Manitowoc. Transferability: This warranty is personal to the Purchaser and may only be transferred or assigned with the prior written consent of Manitowoc or by an authorized distributor of Manitowoc with a written distribution agreement then in effect.

THE ABOVE WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED; AND MANITOWOC EXPRESSLY DISCLAIMS AND EXCLUDES ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, AND WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

Rev 07/31/2023



GRT STANDARD 2-YEAR CRANE PRODUCT WARRANTY

Manitowoc Cranes ("Manitowoc") warrants to the original purchaser ("Purchaser") of each new GRT crane manufactured by Manitowoc, after April 20, 2018, that such crane will be free from defects in material and workmanship under normal use and service. The applicable general warranty period for each new crane is: (a) twenty-four (24) months from date of initial installation or commissioning; (b) 4,800 hours of operation; or (c) thirty-six (36) months from the shipment by Manitowoc, whichever event shall first occur. For GRT product purchased after April 20, 2018, the standard warranty will be considered "bumper to bumper" coverage except for items specifically noted in the Standard Warranty Wear Items list.

The applicable extended structural warranty period for crane weldments on the following page is five (5) years from the date of shipment by Manitowoc; provided, however, that the crane is used solely for lift applications.

No claims under this warranty shall be valid unless the Purchaser notifies Manitowoc or its authorized distributor, in writing, of the defect within sixty (60) days after such defect is first discovered, but in no event later than thirty (30) days after the expiration of the applicable warranty period, and the Purchaser processes its claim using proper warranty claim procedures as may be provided by Manitowoc from time-to-time.

Certain documentation must be submitted in order to process warranty claims. Such documentation includes photos and detailed service reports to document: the initial fault, troubleshooting procedures that were performed, and the conclusion of the fault being repaired. Claims submitted without the proper documentation will not be processed.

Manitowoc's sole obligation to the Purchaser is limited to the repair or replacement of any products or parts which Manitowoc, in its sole discretion, determines to be defective in materials or workmanship, at Manitowoc's option (replacement parts may be new or factory approved reconditioned parts, at Manitowoc's discretion). Manitowoc may require the return of products or parts, surface freight charges prepaid by the Purchaser, to a facility designated by Manitowoc for inspection and analysis. Reasonable surface freight charges and reasonable labor expenses incurred for approved warranty repairs during the applicable warranty period for each new crane will be reimbursed by Manitowoc; however, transportation and labor charges covering any product or part returned which proves not to be defective shall be at Purchaser's expense. All defective parts removed from the crane will become the Manitowoc's property.

Warranty work must be performed by Manitowoc or an authorized Manitowoc distributor using only genuine Manitowoc supplied parts.

Manitowoc's liability with respect to the cranes sold to Purchaser shall be limited to the warranty provided herein and in no event, shall Manitowoc's maximum liability exceed the cost of furnishing a replacement for a defective product or part. MANITOWOC SHALL NOT BE SUBJECT TO ANY OTHER OBLIGATIONS OR LIABILITIES, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR UNDER OTHER THEORIES OF LAW OR EQUITY, WITH RESPECT TO GOODS SOLD BY MANITOWOC, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATING THERETO. Without limiting the generality of the foregoing, Manitowoc specifically disclaims any liability for property damages, penalties, special or punitive damages, damages for lost profits or revenues, down-time, lost good will, cost of capital, cost of substitute goods or services, or for any other types of economic loss, or for claims of Purchaser's customers or any third party for any such damages, costs, or losses. MANITOWOC SHALL NOT BE LIABLE FOR AND DISCLAIMS ALL CONSEQUENTIAL, INCIDENTAL, INDIRECT AND CONTINGENT DAMAGES WHATSOEVER.

This warranty shall not apply to ordinary wear and tear; negligence; acts of God; vandalism; abuse; misuse; neglect; accident or causes beyond the reasonable control of Manitowoc, including without limitation fires, freezing, floods and other natural disasters; overloading; unauthorized altered, modified or changed products or parts; products or parts which have not been properly installed, stored, operated or maintained or which have been improperly adjusted; normal wear and tear or the Purchaser's neglect, negligence or willful damage; any products or parts not provided by Manitowoc; any products or parts which have been repaired outside of Manitowoc's or Manitowoc's authorized distributor or repair facility unless authorized in writing by Manitowoc; or damages caused by failure to follow the maintenance procedures outlined in the applicable owner's manual or in technical bulletins issued by Manitowoc.

Transferability: This warranty is personal to the Purchaser and may only be transferred or assigned with the prior written consent of Manitowoc or by an authorized distributor of Manitowoc with a written distribution agreement then in effect.

THE ABOVE WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED; AND MANITOWOC EXPRESSLY DISCLAIMS AND EXCLUDES ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

Rev 07/31/2023



NEW TMS500-2 CRANE PRODUCT WARRANTY

The applicable Manitowoc Cranes legal entity selling the crane warrants to the original purchaser ("Purchaser") of each new crane manufactured by Manitowoc, that such crane will be free from defects in material and workmanship under normal use and service. The applicable general warranty period for each new crane is: (a) twelve (12) months from date of initial installation or commissioning; (b) 2,400 hours of operation; or (c) twenty-four (24) months from date of shipment by Manitowoc, whichever event shall first occur. The applicable extended structural warranty period for crane weldments on the following page is five (5) years from the date of shipment by Manitowoc; provided, however, that the crane is used solely for lift applications. Manitowoc does not provide any warranty and Manitowoc specifically disclaims any liability relating to the diesel engines, however, Purchaser may be entitled to the respective engine OEM's pass-through warranty (subject to any registration requirements).

No claims under this warranty shall be valid unless the Purchaser notifies Manitowoc or its authorized distributor, in writing, of the defect within sixty (60) days after such defect is first discovered, but in no event later than thirty (30) days after the expiration of the applicable warranty period, and the Purchaser processes its claim using proper warranty claim procedures as may be provided by Manitowoc from time-to-time.

Certain documentation must be submitted in order to process warranty claims. Such documentation includes photos and detailed service reports to document: the initial fault, troubleshooting procedures that were performed, and the conclusion of the fault being repaired. Claims submitted without the proper documentation will not be processed.

Manitowoc's sole obligation to the Purchaser is limited to the repair or replacement of any products or parts which Manitowoc, in its sole discretion, determines to be defective in materials or workmanship, at Manitowoc's option (replacement parts may be new, or factory approved reconditioned parts, at Manitowoc's discretion). Manitowoc may require the return of products or parts, surface freight charges prepaid by the Purchaser, to a facility designated by Manitowoc for inspection and analysis. Reasonable surface freight charges and reasonable labor expenses incurred for approved warranty repairs during the applicable warranty period for each new crane will be reimbursed by Manitowoc; however, transportation and labor charges covering any product or part returned which proves not to be defective shall be at Purchaser's expense. All defective parts removed from the crane will become the Manitowoc's property.

Warranty work must be performed by Manitowoc or an authorized Manitowoc distributor using only genuine Manitowoc supplied parts.

Manitowoc's liability with respect to the cranes sold to Purchaser shall be limited to the warranty provided herein and in no event shall Manitowoc's maximum liability exceed the cost of furnishing a replacement for a defective product or part. MANITOWOC SHALL NOT BE SUBJECT TO ANY OTHER OBLIGATIONS OR LIABILITIES, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR UNDER OTHER THEORIES OF LAW OR EQUITY, WITH RESPECT TO GOODS SOLD BY MANITOWOC, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATING THERETO. Without limiting the generality of the foregoing, Manitowoc specifically disclaims any liability for property damages, penalties, special or punitive damages, damages for lost profits or revenues, down-time, lost good will, cost of capital, cost of substitute goods or services, or for any other types of economic loss, or for claims of Purchaser's customers or any third party for any such damages, costs or losses. MANITOWOC SHALL NOT BE LIABLE FOR AND DISCLAIMS ALL CONSEQUENTIAL, INCIDENTAL, INDIRECT AND CONTINGENT DAMAGES WHATSOEVER.

This warranty shall not apply to ordinary wear and tear; negligence; acts of God; vandalism; abuse; misuse; neglect; accident or causes beyond the reasonable control of Manitowoc, including without limitation fires, freezing, floods and other natural disasters; overloading; unauthorized altered, modified or changed products or parts; products or parts which have not been properly installed, stored, operated or maintained or which have been improperly adjusted; normal wear and tear or the Purchaser's neglect, negligence or willful damage; any products or parts not provided by Manitowoc; any products or parts which have been repaired outside of Manitowoc's or Manitowoc's authorized distributor or repair facility unless authorized in writing by Manitowoc, or damages caused by failure to follow the maintenance procedures outlined in the applicable owner's manual or in technical bulletins issued by Manitowoc.

Transferability: This warranty is personal to the Purchaser and may only be transferred or assigned with the prior written consent of Manitowoc or by an authorized distributor of Manitowoc with a written distribution agreement then in effect.

THE ABOVE WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESSED OR IMPLIED; AND MANITOWOC EXPRESSLY DISCLAIMS AND EXCLUDES ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, AND BY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

Rev 07/31/2023



TMS500-2 VEHICLE EMISSIONS DEFECT WARRANTY COVERAGE

Grove U.S., LLC warrants to the original owner, and to each subsequent owner of a vocational vehicle, that the greenhouse gas (GHG) emission control system on your vehicle:

1. Was designed, built and equipped so as to conform at the time of sale with all applicable 2022 model year U.S. Environmental Protection Agency (EPA) and California regulations.
2. Is free from defects in material and workmanship which will cause such vehicle to fail to conform with applicable regulations for the following warranty period:
 - Tire defects that affect compliance with emission standards are covered for 2 years or 24,000 miles, whichever comes first; and
 - Air conditioning compressor, condenser, hoses, and fittings are covered for 5 years or 100,000 miles, whichever comes first.

The warranty period begins on the date the vehicle is first placed into service. Use approved tire and rim combinations for diameters and contours. Do not exceed load, pressure, or speed limits as specified by the manufacturer.

If a tire fails prior to the end of the specified warranty period, the tire shall be repaired or replaced by Grove U.S. LLC under warranty, provided there has been no abuse, neglect or improper maintenance or usage of your vehicle. Any such part repaired or replaced under warranty shall be warranted for the remainder of the period prior to the first scheduled replacement point for the part.

Please contact Customer Assistance at the address listed below for help in locating an appropriate service center. Grove U.S. LLC will reimburse the owner for the cost of the repair or replacement of tires under warranty, provided the service is performed at a qualified service center, and a copy of the receipt for such service is provided.

Grove U.S. LLC
1565 Buchanan Trail East
PO Box 21
Shady Grove, PA 17256-0021
+1.717.597.8121
rt_tmsteam_warranty@manitowoc.com

THE ABOVE WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESSED OR IMPLIED; AND MANITOWOC EXPRESSLY DISCLAIMS AND EXCLUDES ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, AND BY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

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MANITOWOC STRUCTURAL WARRANTY ITEMS

| | Grove/ Shuttlelift | National Crane | Manitowoc | Potain |
|-------------------------------|-----------------------|-------------------|-----------|--------|
| Boom Section | X | X | X | |
| Carrier Frame | X | | X | |
| Boom Extension | X | | X | |
| Jib | X | X | X | X |
| Outrigger Beam | X | X | X | |
| Subbase | | X | | |
| Frame | | X | | |
| Mounting Anchors | | X | | |
| Strut | | | X | |
| Mast | | X | X | X |
| Backhitch | | | X | |
| Gantry | | | X | |
| Rotating Bed/Turntable ex Brg | X | X | X | X |
| Carbody | | | X | |
| Crawler Side Frames | | | X | |
| Chassis | | | | X |
| Tie Bar | | | | X |
| Counter Jib | | | | X |
| Pivot | | | | X |
| Towerhead | | | | X |
| VPC Beam / Mega Wing | x | | x | |



NEW PARTS WARRANTY

The applicable Manitowoc Cranes legal entity selling the part warrants to the original purchaser ("Purchaser") that each new Manitowoc aftermarket part will be free from defects in material and workmanship under normal use and service. The applicable general warranty period for each new Manitowoc aftermarket part is twelve (12) months from the date of initial installation on a crane or 12 months after sale to end-user whichever comes first. No claims under this warranty shall be valid unless the Purchaser notifies Manitowoc or its authorized distributor, in writing, of the defect within sixty (60) days after such defect is first discovered, but in no event later than thirty (30) days after the expiration of the applicable warranty period, and the Purchaser processes its claim using proper warranty claim procedures as may be provided by Manitowoc from time-to-time. Manitowoc does not provide any warranty and Manitowoc specifically disclaims any liability relating to the diesel engines, or tires; however, Purchaser may be entitled to the respective engine or tire OEM's pass-through warranty (subject to any registration requirements).

Certain documentation must be submitted in order to process warranty claims. Such documentation includes photos and detailed service reports to document: the initial fault, troubleshooting procedures that were performed, and the conclusion of the fault being repaired. Claims submitted without the proper documentation will not be processed.

This warranty shall not apply to ordinary wear and tear; negligence; acts of God; vandalism; abuse; misuse; neglect; accident or causes beyond the reasonable control of the Manitowoc, including without limitation fires, freezing, floods and other natural disasters; overloading; unauthorized altered, modified or changed products or parts; products or parts which have not been properly installed, stored, operated or maintained or which have been improperly adjusted normal wear and tear or the Purchaser's neglect, negligence or willful damage.; any products or parts not provided by Manitowoc; any products or parts which have been repaired outside of Manitowoc's facility unless authorized in writing by Manitowoc; or damages caused by failure to follow the maintenance procedures outlined in the applicable owner's manual or in technical bulletins issued by Manitowoc.

Manitowoc's sole obligation to the Purchaser is limited to the repair or replacement of any Manitowoc aftermarket part which Manitowoc, in its sole discretion, determines to be defective in materials or workmanship, at Manitowoc's option (replacement parts may be new or factory approved reconditioned parts, at Manitowoc's discretion). Manitowoc may require the return of the Manitowoc aftermarket parts, surface freight charges prepaid by the Purchaser, to a facility designated by Manitowoc for inspection and analysis. Reasonable surface freight charges and reasonable labor expenses incurred for approved warranty repairs during the applicable warranty period for each new crane will be reimbursed by Manitowoc. The New Parts Warranty does not cover freight, travel, mileage, labor, or installment costs incurred for the replacement of such parts.

Manitowoc's liability with respect to the Manitowoc aftermarket part sold to Purchaser shall be limited to the warranty provided herein and in no event shall Manitowoc's maximum liability exceed the cost of furnishing a replacement for the defective part. MANITOWOC SHALL NOT BE SUBJECT TO ANY OTHER OBLIGATIONS OR LIABILITIES, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR UNDER OTHER THEORIES OF LAW OR EQUITY, WITH RESPECT TO GOODS SOLD BY MANITOWOC, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATING THERETO. Without limiting the generality of the foregoing, Manitowoc specifically disclaims any liability for property damages, penalties, special or punitive damages, damages for lost profits or revenues, down-time, lost good will, cost of capital, cost of substitute goods or services, or for any other types of economic loss, or for claims of Purchaser's customers or any third party for any such damages, costs or losses. MANITOWOC SHALL NOT BE LIABLE FOR AND DISCLAIMS ALL CONSEQUENTIAL, INCIDENTAL, INDIRECT AND CONTINGENT DAMAGES WHATSOEVER.

Transferability: This warranty is personal to the Purchaser and may not be transferred or assigned without the prior written consent of Manitowoc or by an authorized distributor of Manitowoc with a written distribution agreement then in effect.

THE ABOVE WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED; AND MANITOWOC EXPRESSLY DISCLAIMS AND EXCLUDES ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

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EnCORE PARTS WARRANTY

THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, MADE BY EITHER THE DISTRIBUTOR OR THE MANUFACTURER ON EnCORE PARTS, EXCEPT THE MANUFACTURER'S WARRANTY AGAINST DEFECTS IN MATERIAL AND WORKMANSHIP SET OUT BELOW:

The Manufacturer warrants each EnCORE part made by the Manufacturer to be free from defects in material and workmanship at the time of the parts tender of delivery. The Manufacturer's obligation and Liability under this warranty are limited to repairing or replacing (at the Manufacturer's option) free of charge at its factory, any part proving so defective under normal use and service within:

- MP parts Twelve (12) months from the date of sale.
- All exchanges, Twelve (12) months from the date of sale
- Repair/returns Twelve (12) months from the date of sale
- Converters Twelve (12) months from the date of sale.
- Used Parts Thirty (30) days from the date of sale.

This warranty shall not apply to ordinary wear and tear; negligence; acts of God; vandalism; abuse; misuse; neglect; accident or causes beyond the reasonable control of the Manitowoc, including without limitation fires, freezing, floods and other natural disasters; overloading; unauthorized altered, modified or changed products or parts; products or parts which have not been properly installed, stored, operated or maintained or which have been improperly adjusted normal wear and tear or the Purchaser's neglect, negligence or willful damage.; any products or parts not provided by Manitowoc; any products or parts which have been repaired outside of Manitowoc's facility unless authorized in writing by Manitowoc; or damages caused by failure to follow the maintenance procedures outlined in the applicable owner's manual or in technical bulletins issued by Manitowoc.

Manitowoc's sole obligation to the Purchaser is limited to the repair or replacement of any Manitowoc EnCORE part which Manitowoc, in its sole discretion, determines to be defective in materials or workmanship, at Manitowoc's option (replacement parts may be new or factory approved reconditioned parts, at Manitowoc's discretion). Manitowoc may require the return of the Manitowoc EnCORE parts, surface freight charges prepaid by the Purchaser, to a facility designated by Manitowoc for inspection and analysis. Reasonable surface freight charges and reasonable labor expenses incurred for approved warranty repairs during the applicable warranty period for each new crane will be reimbursed by Manitowoc. The warranty does not cover any labor or installment costs incurred for the replacement of such parts.

Manitowoc's liability with respect to the Manitowoc EnCORE part sold to Purchaser shall be limited to the warranty provided herein and in no event shall Manitowoc's maximum liability exceed the cost of furnishing a replacement for the defective part. MANITOWOC SHALL NOT BE SUBJECT TO ANY OTHER OBLIGATIONS OR LIABILITIES, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR UNDER OTHER THEORIES OF LAW OR EQUITY, WITH RESPECT TO GOODS SOLD BY MANITOWOC, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATING THERETO. Without limiting the generality of the foregoing, Manitowoc specifically disclaims any liability for property damages, penalties, special or punitive damages, damages for lost profits or revenues, down-time, lost good will, cost of capital, cost of substitute goods or services, or for any other types of economic loss, or for claims of Purchaser's customers or any third party for any such damages, costs or losses. MANITOWOC SHALL NOT BE LIABLE FOR AND DISCLAIMS ALL CONSEQUENTIAL, INCIDENTAL, INDIRECT AND CONTINGENT DAMAGES WHATSOEVER.

Transferability: This warranty is personal to the Purchaser and may not be transferred or assigned without the prior written consent of Manitowoc or by an authorized distributor of Manitowoc with a written distribution agreement then in effect.

THE ABOVE WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED; AND MANITOWOC EXPRESSLY DISCLAIMS AND EXCLUDES ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

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