



**SCHAEFF**

*Team Solutions for the Way You Work*

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# **ORIGINAL EQUIPMENT WARRANTY POLICY**

## **1-YEAR/2000 HOURS**



**For new ECHO 3000/3500™ 36 Volt Electric, Stand-up, Counterbalance Forklift Truck**

SCHAEFF, INC., warrants to the Dealer (Seller) which, pursuant to agreement with the SCHAEFF, hereby, on its behalf, warrants to the Buyer:

that every ECHO 3000/3500™ machine supplied by SCHAEFF or an authorized distributor or dealer of SCHAEFF will be free from defects in material and workmanship, under normal use and service, UNTIL THE EXPIRATION OF THE FOLLOWING PERIODS:

### **COVERAGE:**

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**1-YEAR/2000 HOURS** of operation, from the original date of delivery of a new **SCHAEFF ECHO 3000/3500™** product to the buyer, **SCHAEFF** will replace or repair, at its option, parts furnished by **SCHAEFF** found to be defective in material or workmanship. The warranty covers the cost of parts, labor, and travel of the authorized **SCHAEFF** technician incurred as a result of the failure.

The 1-year/unlimited hour warranty is limited to providing a replacement part, including freight and cost of installation to replace that part found to be defective, or in the alternative, at the sole option of SCHAEFF the cost, during normal working hours, of repairs to that part, including travel.

Notice of any claimed defect must be promptly given by the original purchaser to **SCHAEFF** or to an authorized **SCHAEFF** dealer, and the claimed defective part promptly returned to **SCHAEFF**, Bridgeview, Illinois with transportation charges prepaid. If the part is determined by **SCHAEFF** to be a failure which is covered under the above warranty terms, the prepaid freight will be reimbursed by **SCHAEFF**.

The obligation of **SCHAEFF** under this warranty is limited, at the election of **SCHAEFF** to the repair or replacement of such parts as are acknowledged by **SCHAEFF** to be defective in material or workmanship during the warranty period. Such repair or replacement will be made according to the terms of the warranty at the dealer or distributor's premises, or, at the option of **SCHAEFF** at such other location as **SCHAEFF** may designate. All parts which are replaced shall become the property of **SCHAEFF**.

## EXCLUSIONS:

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This warranty does not cover the following:

- a) damage or deterioration due to abnormal use, exposure to the elements, corrosion, or prolonged or improper storage,
  - b) normal maintenance service or the replacement or repair of parts required to be replaced or repaired in the course of normal maintenance service, such as:
    - 1. oils/ filters
    - 2. lubricants
    - 3. tires
    - 4. brake pads
    - 5. batteries (Refer to policy offered by battery manufacturer.)
  - c) damage or defects due to failure to comply with installation, operation, maintenance, or lubrication instructions,
  - d) damage or defects due to misuse, alteration, negligence, accident, use of the machine or parts in an improper or excessive manner, or for a purpose of which it has not been intended or operation of the machine with improper lubricant,
  - e) damage or defects in machines or parts exposed to fire,
  - f) damage or defects due to chemical or electrical action, damage or defects due to the repair of the machine or part in an unauthorized manner, or the installation of parts other than genuine **SCHAEFF** parts.
  - g) damage from operating in temperatures fluctuating between normal ambient and 32° F (0° C) or colder, without **SCHAEFF's** special Freezer Conditioning package.
- Furthermore, any unit that is not registered under Freezer Conditioning, and is operating in an application with the above operating environment, will void the warranty.
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UNDER NO CIRCUMSTANCES WILL THE CUSTOMER BE ENTITLED TO RESCISSION OR TO A REDUCTION IN THE PURCHASE PRICE OR TO ANY DIRECT, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, LOSS OF TIME, INCOME OR PROFIT OR INCONVENIENCE, LOSS OF USE OF EQUIPMENT, COSTS OF RENTALS OR REPLACEMENTS, OR OTHER COMMERCIAL LOSS.

THIS LIMITED WARRANTY COVERING **ECHO 3000/3500™** MACHINES AND THEIR NEW **ECHO 3000/3500™** COMPONENT PARTS IS IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES OF SCHAEFF WITH RESPECT TO ECHO **3000/3500™** MACHINES AND **ECHO 3000/3500™** PARTS INSTALLED IN SUCH MACHINES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE. **SCHAEFF** NEITHER ASSUMES NOR AUTHORIZES ANY DEALER, DISTRIBUTOR, OR OTHER PERSON TO ASSUME OR OFFER, ON ITS BEHALF, ANY OTHER OBLIGATION OR LIABILITY.

Eff. 1/01/2004

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