



LIMITED PRODUCT WARRANTY

Terex Australia Pty. Ltd. ("Terex") warrants its new Products (Equipment and Parts) to be free, under normal use and service, of any defects in material or workmanship for a period of twelve (12) months as of the date of delivery of the Product from Terex to the Buyer of the Product; if the Buyer is a distributor of Terex and delivers the Product to an End User, this period shall commence at the date of delivery of the Product from the distributor to the End User, but in no event later than six (6) months after the date of delivery of the Product from Terex to the distributor. Parts fitted during an Equipment warranty repair will take on the remaining Equipment warranty only. The foregoing warranty shall be honored provided that Terex receives written notice of the defect within thirty (30) days of its discovery, and it is established that (i) the Product has been maintained and operated within the limits of rated and normal usage and in strict compliance with Terex's operating and maintenance manuals, and (ii) the defect did not result in any manner from the intentional or negligent action, inaction or abuse by Buyer or any third party. If it cannot be established that conditions (i) and (ii) above have been met, then this Warranty shall not cover the alleged defect.

If requested by Terex, the defective Product must be returned to Terex, or other location designated by Terex, for inspection. Terex reserves the right to review the Product's maintenance procedures to determine if any alleged defect is covered under this Warranty. Delivery inspection forms are required for warranty validation and processing.

Terex's obligation and liability under this Warranty is expressly limited to, at Terex's sole option, repairing or replacing, with new or remanufactured parts or components, any part, which appears to Terex upon inspection to have been defective in material or workmanship. Replacement parts will be provided to Buyer subject to Terex's current warranty claim handling processes. All Products replaced under this Warranty become the property of Terex.

Accessories, assemblies and components included in the Product, which are not manufactured by Terex, are subject to the warranty of their respective manufacturers.

This Warranty shall be null and void if parts (including wear parts) other than genuine Terex's Parts are used in or attached to the Product or if serial numbers have been altered, defaced or removed with respect to Terex's Products or if the Product has been altered without Terex's written agreement.

TEREX MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AND MAKES NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

No employee or representative is authorized to modify this Warranty unless such modification is made in writing and signed by an authorized officer of Terex.

This Warranty is continuous for the above stated periods, and "stopping and restarting" such periods ("stop and go") is not accepted by Terex.

Terex's obligation under this Warranty shall not include the items listed below as "items not covered by this Warranty".

NO TRANSFERABILITY OF THIS WARRANTY: This Warranty is limited to Buyer or, if sold through a distributor of Terex, to the first End User of the Product, and is not assignable or otherwise transferable without the written agreement of Terex.

ITEMS NOT COVERED BY THIS WARRANTY:

The following items are not covered under this Warranty (the following list is not exhaustive):

- Normal maintenance, adjustments, maintenance parts or wear parts, including without limitation wear pads, seals, gaskets, hoses, friction plates, glass, clutch and brake linings, filters, wire rope, exterior coatings, proper tightening of bolts, nuts and fittings, adding or replacing of fluids, filter, breathers, belts, nozzles, adjustments of any kind, services supplies such as hand cleaners, towels and lubricants, inspections, diagnostic time, travel time or labor.
- Products sold by any individual, corporation, partnership or any other third party that is not authorized by Terex to distribute the Product.
- Damage or defect caused by, or other costs related to, work performed by personnel not authorized by Terex to service or repair the Product.
- Damage or defect caused by operation of the Product by personnel or users not authorized, instructed or trained to operate the Product.
- Costs, including without limitation travel, freight and labor, resulting from shipment or transfer of the Product into or use in a region not covered by Terex's service network.
- Costs, including without limitation travel, freight and labor, related to the disassembling and assembling of any equipment with respect to a defective Part integrated in such equipment not covered by Terex's warranty.
- Damage or defect resulting from improper storage, weathering, lack of use, demonstration use, or use for transportation of corrosive chemicals.
- Damage or defect resulting from operation of the Product after a failure, damage or defect noticeably occurred, or damage or defect caused by worn parts or fluids.
- Damage or defect caused by operation of the Product under extreme weather or geographical conditions without the written agreement of Terex.
- Damage or defect caused by non-compliance with Terex's campaign bulletins, product safety and service releases.
- Damage or defect caused by carrier handling. Any such claim for damage should be filed immediately with the respective carrier.
- Costs, including without limitation travel, freight and labor, resulting from the lack of Buyer or the user of the Product to comply with their obligations under this Warranty.
- Damage or defect resulting from or costs related to acts of God.

THIS WARRANTY IS EXPRESSLY IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, REPRESENTATIONS AND CONDITIONS, EXPRESS OR IMPLIED AND ALL OTHER STATUTORY, CONTRACTUAL, TORTIOUS AND COMMON LAW OBLIGATIONS OR LIABILITY ON TEREX'S PART ARE HEREBY EXPRESSLY EXCLUDED TO THE MAXIMUM EXTENT PERMITTED BY LAW. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE LIMITED WARRANTY CONTAINED HEREIN. Terex neither assumes nor authorizes any other person to assume for Terex any other liability in connection with the sale of Terex's Product. In the event that any provision of this Warranty is held unenforceable for any reason, the remaining provisions shall remain in full force and effect.

IN THE EVENT OF ANY BREACH OF THE WARRANTY BY TEREX, TEREX'S LIABILITY SHALL BE LIMITED EXCLUSIVELY TO THE REMEDIES (AT TEREX'S SOLE OPTION) OF REPAIR OR REPLACEMENT OF ANY DEFECTIVE PRODUCT COVERED BY THE WARRANTY. NOTWITHSTANDING ANYTHING CONTAINED IN THIS WARRANTY TO THE CONTRARY, TEREX SHALL NOT BE LIABLE FOR AND SPECIFICALLY DISCLAIMS ALL INDIRECT, CONSEQUENTIAL, INCIDENTAL OR OTHER DAMAGES OR LOSSES, WHETHER OR NOT ADVISED OF THE POSSIBILITY THEREOF. Nothing in this Section shall operate to exclude Terex's liability for death or personal injury when directly related to Terex's negligent act or omission.