



Terex Australia Pty Ltd warrants to the owner of each new Franna Crane that for 12 months or 1.000 hours of operation of the crane whichever comes first. It will repair or replace any part on the crane which proves defective in material or workmanship, free of charge except for those items listed in the section entitled "WHAT IS NOT COVERED" and subject to compliance with the section entitled "WHAT YOU MUST DO". Warranty repair or parts replacement will be performed by Terex Australia Pty Ltd during normal working hours at its place of business and within a reasonable time. The warranty period begins on the date the crane is delivered to the first retail purchaser.

Terex Australia Pty Ltd recognises that in addition to these warranties further warranties, conditions and remedies may be implied by the Trade Practices Act 1984 (as amended), the Fair Trading Act of 1989 (Qld), and the legislation of the various States and Territories of the Commonwealth. Nothing in this warranty excludes, restricts or modifies those additional rights or any liability Terex Australia Pty Ltd may have under that legislation to compensate or indemnify another person provided that where the provisions of the above legislation permit the liability of Terex Australia Pty Ltd is limited to any one or more at Terex Australia Pty Ltd option of the following:-

1. Replacement of the good supplied or supply of equivalent goods;
2. Repair of the goods;
3. Payment of the cost of replacing the goods or acquiring equivalent goods; or
4. Payment of the cost of having the goods repaired.

In no event shall Terex Australia Pty Ltd become liable to the owner or to third parties for damages arising out of the use of the crane whether such damage was caused by the failure of protection devices, ancillary equipment or otherwise.

WHAT IS NOT COVERED

Wire ropes, oil seals, "O" rings, rubber hoses, tyres (which are covered under the tyre manufacturers warranty), wheel rims, batteries, associated charging circuits, light globes, oil filters, fuel system and associated parts, parts considered consumable or having an inherently short life, defects caused by wear and tear, incorrect installation and abnormal working conditions. Parts and equipment originally installed on the crane but not manufactured by Terex Australia Pty Ltd in respect of which the owner shall be entitled only to such benefits as Terex Australia Pty Ltd may receive under any guarantee or warranty that it may be given by the manufacturer of such parts and equipment.

- Any non-recommended parts, accessories or equipment installed on the crane without authorisation by Terex Australia Pty Ltd and any defect in any other part of the vehicle resulting from such installation.
- Any part of the crane on which Terex Australia Pty Ltd identification numbers or marks have been altered or removed.
- Any part of the crane which has been altered, serviced or otherwise dealt with without the express approval of Terex Australia Pty Ltd
- Any parts and labour costs incurred in connection with normal maintenance services or maintenance services required or recommended by Terex Australia Pty Ltd.

Defects or failures resulting from:

- Misuse such as overloading, driving too fast over rough roads, racing etc.
- Use of improper or dirty fuel, fluid, oil or lubricant.
- Failure to perform normal maintenance services or maintenance services required or recommended by Terex Australia Pty Ltd.
- Alterations or improper repairs.
- Accident, theft or fire.
- Chemical fallout, salt, hail, windstorm, lightning or unusual environmental conditions.
- Normal deterioration of trim, paint or other external items.

All costs and liabilities associated with cartage or freight of the crane or part to or from Terex Australia Pty Ltd or a dealer authorised by Terex Australia Pty Ltd.

Any additional costs resulting from the owners request that warranty work be performed outside normal business hours or on an urgency basis, including the costs, if any, incurred by Terex Australia Pty Ltd in sending representatives away from their normal workplace to carry out warranty work. Any loss, damage or liability of whatsoever nature incurred or suffered by the owner as a result of any defect including loss, damage or liability caused by any delay in rectifying any defect, the inability to use the crane or to perform any contract or any other loss as a consequence of any defect whatsoever.

WHAT YOU MUST DO

Properly use, maintain and care for your crane as recommended by Terex Australia Pty Ltd.

Take or send the crane (or defective part) to Terex Australia Pty Ltd or to a dealer authorised by Terex Australia Pty Ltd during regular business hours at your own expense to obtain warranty service.