



ELLIOTT EQUIPMENT COMPANY WARRANTY – Digger Derricks manufactured in compliance with ANSI / ASSE A10.31

Subject to the terms and conditions of this warranty, Elliott Equipment Company ("Elliott") hereby warrants all equipment manufactured by Elliott ("Equipment") to be free from defects in material and workmanship for a period of one year subject to this warranty's terms and conditions. There are no express or implied warranties, including the warranty of merchantability and fitness for a particular purpose, covering component parts or accessories manufactured or modifications made by someone other than Elliott.

All Equipment shall have a limited one-year warranty ("one-year warranty"), effective from the date that the Equipment is shipped from Elliott and subject to the terms and conditions contained herein. Elliott's sole obligation under the one-year warranty shall be the replacement of the defective part(s) with new or remanufactured parts or components, but specifically excludes paint. Such parts shall be provided at no cost to the owner, FOB Sellers parts facility. If requested by Seller, components, or parts for which a warranty claim is made shall be returned to Seller. All components and parts replaced under this warranty become the property of Seller. This warranty shall be null and void if parts (including wear parts) or attachments other than genuine OEM Seller parts or approved attachments are used in or attached to the equipment. The seller's obligation under this warranty shall not include duty, taxes, environmental fees, including without limitation, disposal or handling of tires, batteries, petrochemical items, or any other charges whatsoever.

This one-year warranty is limited to the original purchaser of equipment from Elliott or from an authorized Elliott distributor only and is not transferable to any other person or entity.

In addition to the one-year warranty, the following structural components shall have a lifetime parts-only warranty from the date of shipment from Elliott: Subframe, Turrets and Structural Components of all steel booms ("lifetime warranty"). Elliott's sole obligation under the lifetime warranty is replacement of the defective part(s), but specifically excluding any labor or other costs incurred. This lifetime warranty for structural components excludes hydraulic and electrical components, bed and body components, chassis, jibs, outriggers and platform. This lifetime warranty also specifically excludes any other parts or components, including without limitation seals, gaskets, hydraulic components and exterior coatings. All replacement parts are original equipment parts from Elliott. In the event ownership of the Equipment is transferred to a person or entity other than the original purchaser of the Equipment, the lifetime warranty shall terminate.

The lifetime warranty and one-year warranty as set forth herein apply only to Equipment shipped from Elliott after January 1, 2016.

EXCLUSIONS: No warranty claims shall be valid unless Elliott is notified in writing of the defect within thirty (30) days following its discovery. The one-year warranty and lifetime warranty are valid only if an annual service inspection is performed and documented by an authorized Elliott distributor. The one-year warranty and lifetime warranty shall not apply with respect to any claimed defect which in Elliott's sole judgment has arisen from repair, alteration, damage during shipment, accident, negligence, failure to perform routine maintenance, overloading or misuse, including without limitation, an operator's failure to follow the instructions issued with the equipment. Components which are not manufactured by Elliott. Such components may include, but are not limited to, chassis, engines, batteries, tires, customer supplied products, transmissions, air compressors, axles, welders, air boss systems, chassis supplied back-up camera, chassis paint, chassis windows, mirrors, and chassis interior. The one-year warranty and lifetime warranty are void if any modifications are made to the Equipment.

Elliott reserves the right to make changes in the design or construction of its equipment at any time without obligating itself to make such changes to equipment previously manufactured.

LIMITATION OF LIABILITY: ELLIOTT'S LIABILITY FOR ANY LOSSES AND DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER, INCLUDING WITHOUT LIMITATION, ELLIOTT'S NEGLIGENCE OR FROM DAMAGED OR DEFECTIVE EQUIPMENT, IRRESPECTIVE OF WHETHER SUCH DEFECTS ARE DISCOVERABLE OR LATENT, SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE PARTICULAR EQUIPMENT TO WHICH LOSSES OR DAMAGES ARE CLAIMED, OR AT THE ELECTION OF ELLIOTT, THE REPAIR OR REPLACEMENT OF THE DEFECTIVE EQUIPMENT. IN NO EVENT SHALL ELLIOTT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES INCLUDING WITHOUT LIMITATION COMMERCIAL LOSSES, LOST PROFITS OR COSTS OF ANY KIND OR FOR ANY DAMAGES FOR WHICH BUYER MAY BE LIABLE TO OTHER PERSONS.

DISCLAIMER: THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND IS ALSO IN LIEU OF ANY OTHER OBLIGATIONS ON THE PART OF ELLIOTT. No agent, employee or representative of Elliott may bind Elliott to any other warranty. In the event any provision of the warranty is for any reason held ineffective, the remaining provisions shall remain full and intact. In particular, the remedy of replacement provided for herein is the exclusive remedy for breach of the one-year warranty and lifetime warranty.

ITEMS NOT COVERED BY WARRANTY

The following items, while not an exhaustive list, fall outside the coverage of this warranty:

Wear parts and maintenance services, including, but not limited to, seals, hoses, filters, breathers, nozzles, wire rope, lamps, belts, nozzles, friction plates, glass, clutch and brake linings, wire rope, nuts, and fittings, proper tightening of bolts, adding or replacing fluids, adjustments of any kind, services, inspections, diagnostic time, travel time, and supplies such as lubricants, hand cleaners, towels, and shop supplies.

Items sold by any individual, corporation, partnership, or any other organization or legal entity not authorized by Seller to distribute its equipment.

Inbound freight duty and taxes for replacement components or outbound freight, duty, and taxes for any part requested as a warranty return.

Damage caused by, or labor or other costs related to, work performed by personnel not authorized by Seller to service the equipment.

Damage resulting from the owner or operator continuing to operate the equipment after noting a failure has occurred.

Damage caused by carrier handling.

Repairs, work required, or parts exposed to age, storage, weathering, lack of use or demonstration use.

Failure to properly maintain your Elliott Equipment in accordance with the manufacturer's recommended service intervals and procedures will void the warranty. It is the owner's / operator's responsibility to ensure that all preventive maintenance, inspections, and service work are performed on schedule by qualified personnel.

Required maintenance includes, but is not limited to:

- Daily inspections: Visual checks of hydraulic lines, safety devices, tires, fluid levels, and control functions before operation.
- Weekly inspections: Lubrication of key components, inspection of structural elements for wear or damage, and checking all safety decals and warning labels.
- Monthly inspections: Full inspection of the boom, lifting mechanisms, outriggers, hydraulic system, and electrical connections.
- Periodic inspections (as outlined in the operator's manual): Comprehensive evaluations including torque checks, system diagnostics, load testing, and component wear assessments.

Only OEM (Original Equipment Manufacturer) parts should be used for all maintenance and repairs. The use of non-OEM components may result in equipment malfunction and will void the warranty.

Non-compliance with these maintenance and inspection requirements, use of unauthorized service providers, or failure to retain accurate maintenance records may result in denial of warranty claims.

Always follow the procedures detailed in the Elliott Equipment operator's manual to ensure full warranty compliance.

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