

TORA-MAX TRUCK WARRANTY FORKLIFT TRUCK MODEL TWB40

BASIC VEHICLE PARTS ONLY WARRANTY

Tora-Max, 5559 Inwood Drive, Columbus, IN 47201 (hereinafter: "Tora-Max"), warrants that each new Tora-Max model listed above shall be free, under normal use and maintenance, from defects in material or workmanship for a period of twelve (12) months from the date of first use by the original purchaser from an authorized Tora-Max dealer, or the first 1,000 key on hours, whichever occurs first.

Coverage

During the specified warranty period, coverage will be limited to replacement parts and labor for the first six (6) months and replacement parts only for the second six (6) months, for any defect in material or workmanship in any warranted item in each new Tora-Max vehicle. Warranty shall be honored by any authorized Tora-Max dealer located within the **continental United States of America and Canada**. No travel or cartage will be covered.

EXCLUSIONS AND LIMITATIONS

The warranties contained herein shall not apply to or include the following:

1. Any vehicle normally operated outside the continental United States and Canada.
2. Any retailed vehicle not registered in the Tora-Max Warranty System.
3. Any vehicle on which the hour meter has been altered so that the vehicle's true hours cannot be determined with regard to those warranty coverage's where the number of hours is a condition of the warranty.
4. Damages, failures or corrosion due to accidents, misuse, negligence or alterations such as without limitation.
5. Any part of a vehicle that has been subjected to abuse, misuse, fire, negligence, accident, theft or that has been repaired outside of an authorized Tora-Max dealership's place of business, or upon which any conversion, modification or installation of a non-genuine Tora-Max part has been made so as, in Tora-Max's reasonable opinion to adversely affect the performance, reliability or stability of the part (A genuine Tora-Max part is one produced by or for Tora-Max, designed or used on Tora-Max vehicles and marketed by Tora-Max).
6. Failures resulting from improper installation or adaptation of the body and/or special equipment by someone other than Tora-Max or an authorized Tora-Max dealer.
7. Repairs or service adjustments, the need for which was caused by tampering, disconnection, improper adjustment or repair, improper maintenance, lack of required maintenance or the use of fluids other than those specified in the Operator's and/or Service and Parts Manuals.
8. Normal maintenance services and parts or supplies used therein and adjustments that are a part of the required or recommended pre-delivery inspection and periodic inspections in accordance with the Manuals are the responsibility of the operator.

9. Options, accessories or attachments not manufactured by or for Tora-Max.
10. Labor for removal or replacement of defective genuine Tora-Max parts or accessories sold but not installed by an authorized Tora-Max dealer.
11. Conditions related to noise, vibration, wear or deterioration, such as without limitation discoloration, fading, deformation, or cosmetic damage from chips or scratches in the paint, which are considered normal.
12. Damages, failures or corrosion perforation due to environmental conditions such as without limitation and rain, airborne fall-out (chemicals, tree sap, etc.), salt, hail, windstorms, lightning, floods, other acts of nature and the like.
13. Cartage.
14. Batteries, which are warranted separately by their respective manufacturer.

LIMITED REMEDY

The remedy under the warranties contained herein is limited solely to the repair of defects in material or workmanship by an authorized Tora-Max dealer located in the continental United States of America and Canada at its place of business, or at Tora-Max's option, at the place where such industrial vehicle is maintained, during customary business hours. This is the only express warranty authorized by Tora-Max. Tora-Max does not authorize any person, including any authorized Tora-Max dealer, to create for it any other obligation or liability in connection with this vehicle.

THE WARRANTIES CONTAINED HEREIN ARE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND OF ANY OTHER OBLIGATION OR LIABILITY ON THE PART OF THE MANUFACTURER, DISTRIBUTORS AND AUTHORIZED TORA-MAX DEALERS. THE SOLE REMEDIES FOR LIABILITY OF ANY KIND WITH RESPECT TO THE PARTS OR SERVICES COVERED UNDER THIS WARRANTY AND ALL OTHER PERFORMANCE BY TORA-MAX UNDER OR PURSUANT TO THIS WARRANTY OR WITH RESPECT TO THE PURCHASER'S USE OF THE PART, INCLUDING NEGLIGENCE, SHALL BE LIMITED TO THE REMEDIES EXPRESSLY PROVIDED IN THIS WARRANTY AND SHALL IN NO EVENT INCLUDE ANY EXPENSE, LOSS OR DAMAGE, WHETHER DIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY, ARISING IN CONNECTION WITH THE SALE OR USE OF OR INABILITY TO USE THE PART OR OF ANY TORA-MAX. IN WHICH IT WAS INSTALLED FOR ANY PURPOSE, EVEN IF TORA-MAX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL TORA-MAX'S LIABILITY FOR DAMAGES WITH RESPECT TO THE PARTS OR SERVICES COVERED UNDER THIS WARRANTY EXCEED THE AMOUNT INITIALLY PAID BY THE CUSTOMER FOR SUCH PARTS AND SERVICES.

TORA-MAX, 5559 INWOOD DRIVE, COLUMBUS, IN 47201, IS THE DISTRIBUTOR OF TORA-MAX EQUIPMENT IN THE CONTINENTAL UNITED STATES OF AMERICA AND CANADA.