

JOMAC LTD.
182 Scio Road
Carrollton, Ohio 44615
Phone: (330) 627-7727
Fax: (330) 627-2508

10 YEAR LIMITED WARRANTY - CRANE

1. JOMAC LTD., Carrollton, Ohio 44615 hereby warrants the hydraulic crane product line for the periods described below to the original purchaser. The warranty terms in this warranty are superseded if customer purchases an extended warranty plan, the terms and conditions of the extended warranty will apply. This warranty covers defects in material and workmanship on specific components used within this product line. This warranty is as follows:

- a. The fabricated structure of the crane produced by JOMAC LTD. is warranted for ten (10) years. The crane must be returned to the JOMAC LTD. factory for any warranty structural repairs within the ten (10) year period.
- b. Warranty claims must be pre-approved by JOMAC ltd. Warrantied parts must be returned to JOMAC for inspection prior to allowance for the claim.
- c. Parts and labor are warranted for a period of one (1) year only if parts are returned to JOMAC LTD. factory at owner's expense. The JOMAC LTD. one year warranty will only be considered if the product is returned to JOMAC LTD. at customers expense. This warranty does not cover cables or hoses.
 - i. During year one (1), if it is necessary that warranty work be performed outside of JOMAC LTD., JOMAC LTD. will set the rate and allowance for the work performed. Allowance will be based on the amount of time it would take to repair at JOMAC LTD. factory. It is the responsibility of the repair station to have the proper tools so the repair can be executed in a timely manner.
 - ii. Reasonable notification and time must be allowed for performance of all warranty repairs. In any event, for warranty to be honored, all warranted parts must be returned to JOMAC LTD. for evaluation.

3. Any service charges, towing charges, transportation charges, or shipping charges are the responsibility of the purchaser and will not be paid by JOMAC LTD. Loss of time, inconvenience, loss of use, rental of substitute equipment, loss of revenues or other commercial loss is not covered by this warranty.

4. The warranty is void if the product has been abused, overloaded, neglected, misused, altered or made to perform beyond the normal use for which the product was intended. JOMAC LTD. reserves the right for final determination of warranty item and whether or not the product has been misused or abused by the original purchaser.

5. Mediation – In the event of any dispute between JOMAC LTD. and original Purchaser as to the quality of construction, quality of materials, contract disputes or similar disputes as to the construction, the parties shall endeavor to settle the dispute in an amicable manner by mediation administered by the American Arbitration Association under its mediation rules. Notices of the demand for mediation shall be filed with a copy of this Warranty with the American Arbitration Association and to the other party to this warranty. The site for the mediation shall be Carrollton, Carroll County, Ohio.

6. Arbitration – In the event the issues cannot be resolved by mediation, then any claims or disputes arising out of this Warranty or the alleged breach there under shall be settled by **mandatory and binding** arbitration in accordance with the Arbitration Rules of the American Arbitration Association unless both parties mutually agreed otherwise. Notices of the demand for arbitration shall be filed with a copy of this Warranty with the American Arbitration Association and the other party to this Warranty. The site for the arbitration proceeding shall be Carrollton, Carroll County, Ohio.

7. By agreeing to arbitration, all parties waive their right to court or jury trial. All claims, including cross claims and counterclaims, must be brought in the arbitration or are waived. It is understood that the arbitration will be administered by said arbitration association and will include the use of its arbitrators. The arbitrator shall have actual experience with the sale of the type of property being sold pursuant to this Warranty. All issues of arbitrability shall be determined solely by the arbitrator. All costs and/or fees of the arbitration shall be equally divided among all parties to the arbitration and all parties to the arbitration shall be solely responsible for paying their own attorney's fees. All incidental, consequential, and punitive damages of any type or nature are hereby waived by all parties to this warranty. Any and all disputes, shall be venued, heard and decided in Carrollton, Carroll County, Ohio.

Serial number _____ Model _____

Dealer name _____ Purchase date _____

To validate your warranty, return the warranty card below within fifteen (15) days of the purchase date of the product.

Serial # _____

Model _____

Dealer name _____

Purchase date _____

Customer name _____

Address _____

Intended use of product (Be specific) _____

I have read the above warranty and understand its provisions.

Signed _____ Date _____