

WARRANTY TERMS & CONDITIONS

OF ZOOMLION CONSTRUCTION HOIST (FOR END USER)

1. DEFINITION

Warranty is a promise that Zoomlion commits to replace or repair any failed parts which show faulty workmanship or material within certain period of time, while damages caused by human factors, accidents or force majeure are excluded from the coverage of promise.

2. WARRANTY PERIOD

2.1 Definition: Warranty Period is the time limit within which Zoomlion shall provide warranty service on products and the components for end user.

2.2 Warranty of the following special parts shall be in strict accordance with industry regulations, details are as follows:

2.2.1 Warranty period for imported parts follows the terms and conditions of warranty provided by corresponding component suppliers.

2.2.2 Main structures including suspension cage, guide rail bracket, powered float, framework adhered to wall, cable drum, mounting chassis and high-strength bolt: warranty period would be twelve (12) months from the date of delivery to end user while not exceeding fifteen (15) months from the ex-factory date, whichever occurs first.

2.2.3 Warranty period of the following parts is six (6) months from the date of delivery to end user while not exceeding nine (9) months from the ex-factory date, whichever occurs first:

- Protective fence;
- Gear rack;
- Transmission device: electric engine (with band brake), shaft joint (quincuncial elastic spider) and gear-box;

- Full protection device: anti-falling safety device;
- Electrical system: contactor, transformer, phase order protection relay, breaker, electric bell and limit stop.

2.2.4 Warranty period of the following parts is three (3) months from the date of delivery to end user while not exceeding six (6) months from the ex-factory date, which occurs first:

- All the buttons and electric control cabinet lockers;
- Operating platform in driver's cab and braking system for transmission;
- All the pulleys, back gears and driver gears on the hoist.

2.3 Warranty on **parts replaced within warranty policy** shall refer to the corresponding categories specified in the articles above. In any conditions, the warranty would end with the machine warranty in which they are installed.

2.4 Parts ordered from Zoomlion while not covered by warranty (**unwarranted items specified in Article 3 are excluded**) would be guaranteed for three (3) months from the date of delivery to end user while not exceeding six (6) months from the ex-factory date, which occurs first.

3. UNWARRANTED ITEMS

Items not stipulated in **Article 2** are not under this Warranty, including but not limited to:

3.1 Fading, damage and flake-off to product appearance, components paint and label *etc.*

3.2 All wearing parts, fragile parts and consumable parts, including but not limited to:

- Wearing parts: sealing parts (O-rings, rhombus rings etc), braking block and steel wire rope, etc.
- Fragile parts: all types of buttons, switches, plugs, sockets, barrier lamps, illuminative lights and glass *etc.*
- Consumable parts: lubricating oil, etc.

3.3 The delivery attached documentation includes certificates, operation manuals, etc.

4. EXCLUSIONS AND LIMITATIONS

4.1 Faults caused by end user's failure in correct operation or conducting daily maintenance and adjustment, without following instructions specified in *Operation Manuals* and/or other relevant safety operation requirements.

4.2 Within the warranty period, damages caused by product repair conducted in any organizations not designated by Zoomlion if without Zoomlion's prior written approval.

4.3 Within the warranty period, problems caused by product repair conducted in any organizations not designated by Zoomlion when major accident happens on machine, without Zoomlion's prior verification of the accident reasons and consequences.

4.4 Damages caused by force majeure, human factors or unexpected accidents.

4.5 Quality problem caused by any alteration or modification of parts by end user himself/herself without Zoomlion's prior written approval; fault caused by using fuel, hydraulic oil, lubricating oil, anti-freezing fluid not conformed to *Operation Manuals* or not adopting designated material in maintenance.

4.6 Damages caused by improper operation and shipment during product transportation, delivery and storage, which without Zoomlion's involvement.

4.7 Within the warranty period, damages caused by keeping the faulty machine operating without Zoomlion's prior written approval.

4.8 Damages caused by the using of non-original Zoomlion supplied parts.

4.9 If payment is not executed according to the payment terms stipulated in main Sales Contract, Warranty would be refused by Zoomlion.

5. FEES & EXPENSES

5.1 Zoomlion is only responsible for the warranty parts costs. Any other indirect expenses or losses caused by products malfunction are not covered under this Warranty, including but not limited to rental fee of auxiliary kits or venue that is required for products repairing, and loss of shutdown.

5.2 Zoomlion shall be responsible for delivering the warranted parts to port (including inland port) designated by end user and cover the freight and insurance arising therefore. However, fees and expenses incurred after shall be borne by end user, including but not limited to duties, customs clearance fee, transportation cost and etc.

NOTE: This Warranty shall be effective dated from Sep. 1st, 2020. Terms & conditions stipulated in the Warranty shall be applied to all Zoomlion machines purchased thereafter unless otherwise specified.