



JLG Industries (Australia)  
An Oshkosh Corporation Company  
358 Park Road (PO Box 105)  
Regents Park NSW 2143  
Australia  
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www.jlg.com  
ABN No. 42 056 685 897

## AUSTRALIAN WARRANTY POLICY

1. Goods manufactured by JLG Industries, Inc. ("JLG") come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.
2. In addition to any rights and remedies that you may have under the Australian Consumer Law or any other applicable law:
  - (a) JLG Industries, Inc. ("JLG") warrants new products made by it to be free from defects in material or workmanship for twelve (12) months from the date of initial sale, lease, rental or other disposition of such products.
  - (b) JLG warrants its ES Scissor Lifts for a period of twenty four (24) months and European Telescopic Material Handlers for a period of twenty four (24) months OR 2000 hours whichever occurs first, to be free from defects in material or workmanship from the date of initial sale, lease, rental or other disposition of such products.
  - (c) JLG warrants Used Machines that have undergone a Major Inspection carried out by JLG, for a period of 6 Months, covering parts and service work performed.
  - (d) In addition, JLG further warrants the structural elements of each new Boom Lift, Scissor Lift, Vertical Mast, Trailer Boom, Lighting Tower and Telescopic Material Handlers made by it (JLG LiftPod products excluded), as defined in its then current warranty policies and procedures, to be free from defects in material or workmanship for five (5) years from the date of initial sale, lease, rental or other disposition of such product.
3. JLG agrees under the warranties described in paragraphs 2(a) to (c) above ("**Warranties**") only to repair or replace at its own expense, F.O.B. the place or places of manufacture, any part or parts of the product found to be defective in material or workmanship, provided JLG is notified of such defect or defects within the applicable warranty period and given a reasonable time to correct the defect. In no case shall any of the Warranties extend to, and to the extent permitted by law JLG shall not be liable for, any defects in materials, components, or services furnished by third parties. Defects caused by chemical action or the presence of abrasive materials and defects arising following the operation beyond rated capacity or the improper use or application of any products shall not be considered defects within the scope of the Warranties and – to the extent permitted by law – JLG shall not be liable for the same. If any repairs or alterations are made or any parts are replaced during the applicable warranty periods by anyone other than JLG or an entity authorized by JLG in accordance with authorized JLG service manuals or with parts, accessories, or attachments other than authorized by JLG for use in its products, customer shall pay for such repairs or parts without recourse against JLG under the Warranties, and to the extent permitted by law, JLG shall be relieved of liability and responsibility for fulfilment of the Warranties with respect to such repairs, alterations, or replacements so made.
4. In order to claim under the Warranties the purchaser must:
  - (a) Contact us on the telephone number set out on this warranty document within the applicable Warranty period; and
  - (b) Provide the original proof of purchase.

The purchaser assumes all costs related to return of any product(s) pursuant to a claim under the



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Warranties.

5. JLG's obligations under the Warranties shall at all times be subject to its then current warranty policies and procedures. The Warranties shall not apply to replacement or service parts made and sold by JLG. Routine maintenance, routine maintenance items and minor adjustments are excluded from the Warranties.
  - (a) Certain components, including, but not limited to, engines, tires, and batteries, which may be a part of the product that are not manufactured or, as far as the law permits, warranted by JLG. Any applicable warranty for such components is provided through the original equipment manufacturer (OEM) of the component or its distributor organization.
6. Subject to paragraph 1, to the fullest extent permitted by law, JLG excludes all liability for any indirect, consequential or special damages which any person or entity may incur or claim to incur as a result of any defect in the product or in any correction or alteration thereof made or furnished by JLG or others. "Consequential" or "special damage" includes, but is not limited to costs of transportation, lost sales, lost orders, lost profits, lost income, increased overhead, labor and material costs, and cost of manufacturing variances and operational inefficiencies. JLG's maximum liability under the Warranties and, as far as the law permits, from any other cause whatsoever, shall be the purchase price paid to JLG with respect to the product to which such warranty is claimed.
7. Subject to paragraph 1, to the extent permitted by law, the Warranties constitute JLG's entire and exclusive warranty as to the product and are the sole and exclusive remedy for product defects in material and workmanship, and JLG does not assume (and has not authorized any other person to assume on its behalf) any other warranty or liability in connection with any product covered by the Warranties. TO THE EXTENT PERMITTED BY LAW, JLG EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, CONDITIONS OR GUARANTEES OF ANY KIND WHATSOEVER AS TO THE PRODUCT FURNISHED HEREUNDER, INCLUDING BUT NOT LIMITED TO ANY EXPRESS WARRANTIES, EXCEPT FOR THE EXCLUSIVE WARRANTIES PROVIDED HEREIN, OR IMPLIED WARRANTIES AS TO MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE. Where any implied or statutory condition, guarantee or warranty cannot be excluded (including under the Australian Consumer Law), then to the extent permitted by law, JLG's liability under any such condition, guarantee or warranty will be limited to, at JLG's option: (i) in the case of goods, the replacement of the goods, the supply of equivalent goods, the repair of the goods, or the payment of the cost of the same; and (ii) in the case of services, the supplying of the services again or the payment of the cost of the same.
8. The Warranties shall be void, if, upon the occurrence of any incident involving any product made by JLG and resulting in any personal injury or property damage, customer shall fail to notify JLG within 48 hours of such occurrence or permit JLG and its representatives to have immediate access to such product and all records of, or within the control of, customer relating to the product and occurrence.
9. The limitation of liability provisions of this warranty document shall apply to any and all claims or suits brought against JLG, including any claims based upon negligence, breach of contract, breach of warranty, strict liability, or any other legal theories upon which liability may be asserted against JLG.