



## WARRANTY POLICY & PROCEDURE

NU-LIFE ENVIRONMENTAL, INC. (HEREIN REFERRED TO AS NU-LIFE) WARRANTS EACH GRAPPLE LOADER (HEREIN REFERRED TO AS UNIT) TO BE FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP UNDER NORMAL USE AND SERVICE. THIS WARRANTY IS SUBJECT TO THE UNIT BEING OPERATED AND MAINTAINED IN ACCORDANCE WITH NU-LIFE'S PUBLISHED OPERATION AND MAINTENANCE INSTRUCTIONS AS DETAILED IN THE UNIT'S OWNER/OPERATOR MANUAL.

THIS WARRANTY IS SUBJECT TO THE BELOW LISTED TERMS AND CONDITIONS:

1. **WARRANTY PERIOD:**
  - A. UNIT'S MAJOR STRUCTURAL COMPONENTS: 36 MONTHS FROM THE DATE OF DELIVERY TO THE ORIGINAL PURCHASER.
  - B. HYDRAULIC COMPONENTS: 12 MONTHS FROM THE DATE OF DELIVERY TO THE ORIGINAL PURCHASER.
  - C. NON-HYDRAULIC COMPONENTS: 12 MONTHS FROM THE DATE OF DELIVERY TO THE ORIGINAL PURCHASER.
  
2. **PARTS AND COMPONENTS COVERED:**
  - A. ONLY THE PARTS AND COMPONENTS PROVIDED BY, AND INSTALLED BY, NU-LIFE ARE COVERED BY THIS WARRANTY.
  
3. **PARTS AND COMPONENTS NOT COVERED:**
  - A. ANY PART OR COMPONENT SUBJECTED TO ABUSE, MISUSE, NEGLIGENCE, ACCIDENT, OR DETERIORATION DUE TO EXTRAORDINARY WEAR AND/OR EXPOSURE.
  - B. ANY PART OR COMPONENT THAT WOULD NORMALLY BE REPLACED DURING THE WARRANTY PERIOD SUCH AS HYDRAULIC OIL, HYDRAULIC OIL FILTERS, GREASE, WEAR STRIPS, WEAR "PUCKS", AND LIGHT BULBS.
  - C. ANY PART OR COMPONENT THAT IS A PART OF THE CHASSIS/CAB. THIS INCLUDES THE CAB, CHASSIS, POWERTRAIN, AXLES, WHEELS, TIRES, AND ELECTRONIC MANAGEMENT SYSTEMS.
  - D. ANY PART OR COMPONENT NOT PROVIDED BY, AND/OR INSTALLED BY, NU-LIFE.
  
4. **WARRANTY PROCEDURE:**
  - A. THE ORIGINAL PURCHASER MUST NOTIFY NU-LIFE WITHIN THIRTY (30) CALENDAR DAYS OF DISCOVERY OF A WARRANTY ISSUE.
  - B. THE UNIT, WARRANTED PART, OR WARRANTED COMPONENT MUST BE DELIVERED TO NU-LIFE AT ITS EASLEY, SOUTH CAROLINA PLANT, OR, IF REQUESTED BY THE NU-LIFE WARRANTY DEPARTMENT, TO AN AUTHORIZED NU-LIFE DEALER.
  - C. UPON THE RECEIPT OF THE UNIT, WARRANTED PART, OR WARRANTED COMPONENT, NU-LIFE SHALL DETERMINE IF THE UNIT, WARRANTED PART, OR WARRANTED COMPONENT IS DEFECTIVE IN MATERIAL AND WORKMANSHIP, THEN NU-LIFE SHALL MAKE THE SOLE DETERMINATION TO EITHER REPAIR THE UNIT, WARRANTED PART, OR WARRANTED COMPONENT, OR REPLACE THE UNIT, WARRANTED PART, OR WARRANTED COMPONENT. THE LABOR AND MATERIAL TO REMEDY THE WARRANTY ISSUE SHALL BE THE SOLE RESPONSIBILITY OF NU-LIFE, OR AN AGENT APPOINTED BY NU-LIFE. ONCE THE UNIT, WARRANTED PART, OR WARRANTED COMPONENT HAS BEEN REPAIRED OR REPLACED, THEN THE UNIT, WARRANTED PART, OR WARRANTED COMPONENT WILL BE WARRANTED ONLY FOR THE REMAINDER OF THE ORIGINAL WARRANTY PERIOD FOR THAT UNIT, PART, OR COMPONENT.
  - D. NU-LIFE RESERVES THE RIGHT TO MAKE CHANGES IN THE DESIGN OF THE UNIT. THESE DESIGN CHANGES DO NOT OBLIGATE NU-LIFE TO INCORPORATE THE CHANGES WITH PREVIOUSLY MANUFACTURED UNITS.
  - E. ALL COSTS ASSOCIATED WITH TRANSPORTING THE UNIT, PART, OR COMPONENT TO AND FROM NU-LIFE, OR AN AUTHORIZED NU-LIFE DEALER, IS THE SOLE RESPONSIBILITY OF THE OWNER.
  - F. IF ANY UNIT, PART, OR COMPONENT IS FOUND TO NOT BE DEFECTIVE IN MATERIAL AND WORKMANSHIP, THEN NU-LIFE OR AN AUTHORIZED NU-LIFE DEALER, WILL CONTACT THE OWNER AND REQUEST RETURN INSTRUCTIONS.
  
5. **DISCLAIMERS:**
  - A. NU-LIFE SHALL IN NO EVENT BE LIABLE FOR ANY SPECIFIC, GENERAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES THAT RELATE TO DAMAGE TO PROPERTY, PERSON, OR ECONOMIC LOSS (INCLUDING LOSS OF USE, LOSS OF REVENUE, AND LOSS OF PROFIT).
  - B. NO DEALER, AGENT, OR EMPLOYEE OF NU-LIFE IS AUTHORIZED TO MODIFY THE WARRANTY.
  - C. NO DEALER, AGENT, OR EMPLOYEE OF NU-LIFE IS AUTHORIZED TO FURTHER OBLIGATE NU-LIFE TO ANY ADDITIONAL WARRANTY COVERAGE, OR GIVE ANY WARRANTY EXTENSION.
  - D. NO DEALER, AGENT OR EMPLOYEE OF NU-LIFE IS AUTHORIZED TO INCUR OR ASSUME ANY ADDITIONAL OBLIGATION ON NU-LIFE'S BEHALF IN CONNECTION WITH THE SALE OR LEASE OF ITS UNITS.
  - E. TO THE EXTENT ALLOWED BY APPLICABLE LAW, THIS WARRANTY IS EXPRESSLY IN LIEU OF OTHER WARRANTIES, EXPRESSED OR IMPLIED, IN FACT OR BY LAW, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OF FITNESS FOR A PARTICULAR PURPOSE.