

JLG CERTIFIED USED PRODUCT WARRANTY AMERICAS

JLG Equipment Services ("JLG") shall repair and/or replace failures in its eligible certified used products for twenty-four (24) months from the date of delivery of the certified used product (the "Coverage Period") or 2500 hours of use from date of delivery, whichever comes first.

JLG agrees only to the repair or the replacement of any part or parts of the product (as defined by JLG in its Certified Used Warranty manual) which fail during the Coverage Period, provided JLG is notified of such failure within the applicable Coverage Period. In no case shall any warranty extend to materials, components, or services furnished by third parties. Failures caused by chemical action or the presence of abrasive materials and failures arising following the operation beyond rated capacity or the improper use or application of any products shall not be considered failures within the scope of this warranty. 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, and JLG shall be relieved of responsibility for fulfillment of this warranty with respect to such repairs, alterations, or replacements so made. JLG's obligations under this warranty shall at all times be subject to its then current warranty policies and procedures. Routine maintenance, routine maintenance items (including hoses, paint, and decals), and minor adjustments are excluded from this warranty. Certain components including but not limited to tires and batteries are not covered by this policy.

JLG's Certified Used Warranty covers Parts, Labor, and Travel costs as defined in JLG's then current warranty manuals, policies, and procedures. Genuine JLG parts must be used in all repairs to be eligible for warranty reimbursement.

JLG's Certified Used Warranty does not cover any duties, taxes, environmental fees, including without limitation, disposal or handling of tires, batteries, and petrochemical items.

Under no circumstances shall JLG be liable for any consequential or special damages which any person or entity may incur or claim to incur as a result of any failure 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 this warranty shall be the purchase price paid to JLG with respect to the product to which such warranty is claimed. The limitation of liability provisions herein shall apply to any and all claims or suits brought against JLG, including any claim based upon negligence, breach of contract, breach of warranty, strict liability or any other theories upon which liability may be asserted against JLG.

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 this warranty. **EXCEPT AS PROVIDED IN THIS LIMITED USED PRODUCT WARRANTY, JLG EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES OF ANY KIND WHATSOEVER AS TO THE PRODUCT FURNISHED HEREUNDER, INCLUDING BUT NOT LIMITED TO ANY EXPRESS WARRANTIES, OR IMPLIED WARRANTIES AS TO MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE.**

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