

MANITOU	DOCUMENT	FOR. STD-FO-MA-028
LANG. EN	MANITOU GROUP WARRANTY MANUAL (OUT OF MNA)	REF. STD-PR-QU-005
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Purpose and scope

This Warranty Manual lays down the rules and procedures applicable to the Warranty within the context of the After-Sales Service of new Equipment sold by MANITOU GROUP.

In accordance with the provisions of the concession agreement, it applies to MANITOU GROUP Dealers (*outside of the United States and Canada*). All dealership personnel, and particularly the after-sales and spare parts departments managing these services for the user and the MANITOU GROUP manufacturer, must familiarise themselves with it and apply it.

In this Warranty Manual:

Customer: purchaser of a piece of Equipment.

General Warranty Conditions: terms of application of the Equipment Warranty in force on the date of sale.

Dealer: any company holding a valid distribution agreement with MANITOU GROUP.

Extension: any extension of the Warranty period entered into by the Customer and having been the subject of a service agreement duly signed with MANITOU GROUP and the Dealer.

Equipment: any new machine sold by MANITOU GROUP to the Dealer under the concession agreement.

MANITOU GROUP: MANITOU BF and/or its subsidiaries manufacturing and selling its new equipment under the brands MANITOU, GEHL and Mustang by MANITOU.

Warranty: contractual warranty (also known as Commercial Warranty) offered by MANITOU GROUP to the Dealers in accordance with the General Warranty Conditions.

Part: any original MANITOU GROUP spare part fitted on a piece of Equipment.

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Issue	Date	Type of change	Issued by
H	01/06/2011	- Rewriting and update of the whole Manual	-
I	02/02/2012	- More information on various chapters - Addition of Job Time Schedules - Addition of Warranty Bulletins	-
J	31/03/2015	- Update of Chapter 1, Chapter 4.2, Chapter 5, Chapter 7, Chapter 8 - Update of time scales for industrial, agricultural, construction and platform models - Update of Warranty bulletins	-
2.0	19/03/2019	- Rewriting and update of the whole Manual	J. THAREAU
3.0	02/06/2020	- Update and applicability of the Manual at Group level	D. GABORY
1.0	06/01/2021	- Migration of the document N° : standard to group - Standard warranty manual : STD-DO-QU-032 - Scope update	D. GABORY

Any changes made are indicated by a line in the margin or text *in blue*.

Scope

Dealership	Dealership	Ancennis	Ancennis	FR Subsidiary	Supplier	Development Department	Technical Doc	ADV	Quality											
A	A	A	A	I	A	I	I	I	I											

A: Application / I: Information

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FOREWORD

Recap of the MANITOU GROUP Quality Policy:

"Customer satisfaction involves guaranteeing the provision of competitive products and services within the time limits confirmed at the time of order, in accordance with their requests and regulatory and legal requirements"

MANITOU GROUP's brand image is reliant on the quality and reliability of its products and services, as well as on its commitments expressed in its General Warranty Conditions. These General Warranty Conditions for Dealers must be brought to the attention of Customers. This information is available in the Maintenance Logbook delivered with the Equipment.

The Dealer is not authorised to offer less favourable contractual Warranty conditions to its Customers.

1- INTRODUCTION

This Warranty Manual lays down the rules and procedures applicable to implementation and management of the Warranty as part of the Equipment After-Sales Service. As such, the Dealers undertake to follow these rules and procedures objectively in order to guarantee the Equipment effectively.

It stipulates:

- the General Warranty Conditions For Equipment and Parts
- the conditions for acceptance and commissioning of the Equipment
- mandatory servicing
- the Warranty that applies to all Equipment
- the Warranty extension
- the procedure for processing the Warranty
- the service bulletins and mandatory modification campaigns
- exceptional coverage

2- WARRANTY PRINCIPLES

Warranty means the commercial/contractual Warranty offered by MANITOU GROUP to the dealer, of which the conditions of application are laid down generally in the General Warranty Conditions. The Special Warranty Conditions derogating from the General Warranty Conditions may, where applicable, be defined within the framework of the licensor/dealer relationship.

In the event of nonconformity or failure of the Equipment covered by the Warranty, the Dealer will apply the technical coverage procedure within a reasonable time frame and will ensure that the Warranty Conditions for which it is the guarantor are applied.

As such, it must pass on to the User (*owner*), as a minimum, the coverage confirmed by MANITOU GROUP.

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Any job/repair carried out under the Warranty should be documented and archived by the Dealer. MANITOU GROUP will be required to carry out, at its sole discretion, audits, within the concession or its agencies in order to verify the strict application of the Warranty rules and procedures. In this context, MANITOU GROUP must be provided with any document or evidence it deems necessary to verify proper application of the Warranty by the Dealer.

3- COMPUTER TOOLS

Below is a list of the tools available to the Dealer by MANITOU GROUP.

TOOL	USE	URL ADDRESS	ACCESS REQUEST
Warranty Portal	<ul style="list-style-type: none"> ▪ Commissioning declaration ▪ Submission of Warranty claims ▪ Circulation of the Warranty Manual ▪ Distribution of the Portal user manual ▪ Distribution of network information notes 	<p>https://dealer.manitou-group.com/login</p> <p>MHA login details for MANITOU GROUP products and products manufactured in India</p> <p><u>Specific scenario:</u></p> <ul style="list-style-type: none"> • Different login details for CEP products (Gehl and Mustang by Manitou), outside of Europe • Dealerships in South Africa, South Asia, China, South-East Asia and Australia -> local system (not incorporated into the MANITOU GROUP tool) 	<ul style="list-style-type: none"> ▪ 1 administrator per dealership who manages users and their permissions
My e-doc	<ul style="list-style-type: none"> ▪ Parts catalogue ▪ Publication of type B and C service bulletins ▪ Publication of technical documentation 	<p>https://documoto.digabit.com/ui/login?redirect=%2Fhome&tk=MANITOU</p>	<ul style="list-style-type: none"> ▪ 1 shared account per dealership
ASSIST	<ul style="list-style-type: none"> ▪ Declaration of an unresolved problem ▪ Declaration of Equipment that has been resold or stolen, is missing or is the subject of a claim, etc. ▪ Rental of an After-Sales tool (<i>diagnostics tool, etc.</i>) ▪ Training request ▪ Declaration of labour rate billed to client ▪ Declaration of Equipment nonconformity 	<p>https://manitogroup_assist.easyvista.com/</p>	<ul style="list-style-type: none"> ▪ 1 account per person ▪ The dealership's workshop manager can submit a request on ASSIST for creation of a new access.

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4- TECHNICAL SUPPORT

MANITOU GROUP provides product experts for technical support (*troubleshooting*). This support is provided via the ASSIST platform. Telephone support is also available.

- International technical support
- Accessible 24 hours a day, 7 days a week
- Assist App: http://manitogroup_assist.easyvista.com/
- Telephone support: call the dedicated contacts

When the Dealer contacts the product experts, it must provide the following information:

- Code and name of the Dealership
- Model, serial number, hour meter and use of the Equipment
- Details of the symptoms
- Details of tests, hydraulic pressures, etc. done before contact was made.
- Information regarding previous repairs, recent history and maintenance that could relate to this matter.

An incident ticket will be created to log the call and record the recommendation made, but it does not constitute Warranty coverage. This number must be recorded by the Dealer for future reference. If an additional call or Warranty claim is necessary, the Dealer shall quote this number.

The responses given by MANITOU GROUP employees via ASSIST constitute an analysis based on a summary of the data supplied by an independent professional (dealership technician), and are not the result of a visual and physical analysis of the Equipment or product carried out by an After-Sales technician from MANITOU GROUP and/or its subsidiaries.

As a result, MANITOU GROUP and/or its subsidiaries may not be held liable, for any reason whatsoever or in any form whatsoever, in the event of any appeals, claims, damages or injuries directly or indirectly resulting from the information provided within the context of After-Sales technical support.

Therefore, this recommendation cannot be considered as coverage or Warranty acceptance.

The Dealer is alone responsible for the actions it undertakes relating to the Equipment or product that is the subject of its call to After-Sales telephone support.

5- TECHNICAL TRAINING

The Dealer's technicians working on Equipment must be trained by the official MANITOU GROUP process (*Manitou Group University*).

MANITOU GROUP considers that experienced and trained service technicians repair the Equipment quickly and correctly. A trained technician is a valuable asset for a Dealership, increasing customer satisfaction and loyalty and after-sales efficiency and profitability.

It is on this basis that the time scales are drawn up.

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6- DEALERSHIP EQUIPMENT AND TOOLS

For a Dealer to be able to represent and support the Equipment ranges, the technicians must have the necessary tools.

The appropriate workshop equipment must include:

- Basic hand tools.
- Jacks and appropriate handling devices.
- Hydraulic testing equipment, including manometer and hydraulic flow meter
- Manitou Group diagnostics equipment: "iV" and any other specific electronic diagnostic equipment listed in the repair manuals.
- Electrical testing equipment, comprising at least digital multimeters, battery tester, battery charger and battery jumper cables
- Air compressor and a variety of impact tools
- Basic equipment for cutting and welding metals.
- Workshop workbenches and an appropriately sized engine mount.
- Component cleaning equipment.
- Various sizes of torque wrenches.
- Access to a telephone and computers that can access the various MANITOU GROUP computer tools.
- For work done out in the field, an equipped service vehicle will also be suggested.

The list of equipment above is non-exhaustive.

I. RECAP OF THE GENERAL WARRANTY CONDITIONS

1- NEW EQUIPMENT

MANITOU GROUP guarantees the buyer that its new MANITOU, GEHL or Mustang by MANITOU Equipment is free from defects related to its materials or manufacture. "Equipment" is understood to mean the machine, its optional extras and attachments approved, marketed and delivered by MANITOU GROUP. The Warranty may be transferred, within its maximum term, subject to prior notification of MANITOU GROUP.

Under this document, MANITOU GROUP is understood to mean Manitou BF and/or one of its subsidiaries marketing the Equipment or Parts (as defined below).

2- WARRANTY TERM

- EQUIPMENT CONNECTED AS STANDARD ⇨ **24 (twenty-four) months - 2,000 (two thousand) hours (whichever comes first)**

Subject to the following cumulative conditions:

- 1- the Equipment is equipped as standard with a Smart Box (*namely the component built into the Connected Machine for collecting data*);
- 2- a Subscription Agreement is in place on the day the Equipment is commissioned AND continues to be valid throughout the term of this Warranty.

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- NON-CONNECTED EQUIPMENT ⇒ **12 (twelve) months - 2,000 (two thousand) hours (whichever comes first)**

The Warranty term applies from the Equipment's commissioning date*, and up to 32 months for Equipment connected as standard and up to 20 months for Non-Connected Equipment, after the date the Equipment is delivered by MANITOU GROUP to the dealer, from the date of the invoice.

* "Commissioning" means the job carried out on the customer's premises by the dealer, after which the customer should certify that the Equipment delivered complies with the order, that it is in full working order and in good condition, that the instruction manual has been provided and that the usage and safety instructions have been explained. The commissioning order must be signed by the customer in three original copies (customer/dealer/MANITOU GROUP). The dealer shall keep its copy and send a copy to MANITOU GROUP within 10 days of the commissioning.

Jobs carried out under Warranty do not extend the term of the Warranty.

THE WARRANTY COVERS

- the costs, in accordance with the scales defined by MANITOU GROUP, of:
 - the repair of the faulty MANITOU or XPRT brand parts or their replacement with MANITOU or XPRT brand parts (*repair is preferred over replacement if economically justified and replacement with REMAN manufactured parts is preferred over new Parts*)
 - labour for disassembly and reassembly

To the exclusion of any other cost (*such as diagnostic, transport, towing and customs costs and taxes*).

- the costs of regular servicing and maintenance, as well as normal wear parts for the use and the number of hours of the Equipment and the ingredients, shall be borne by the buyer.

For example:

- bulbs, fuses, spark plugs, brake liners and discs, clutch system, belts, tyres, paint, wiper blades, boom shoes, polyurethane wheels, quick couplers, etc.;
- oils, brake fluid, coolant, washer fluid, lubricants, etc.;
- parts related to maintenance of the Equipment (*oil, air, fuel and particulate filters, etc.*) and parts with abnormal deterioration;
- adjustments, periodic servicing, fuel circuit cleaning, filter maintenance, etc.);

Some components are guaranteed directly by the manufacturers and/or their representatives (*tyres, traction battery, engines and attachments, etc.*).

Injection systems and injectors are covered subject to fuel analysis results.

Only qualified and trained personnel from the MANITOU GROUP network are authorised to perform Warranty work.

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THE WARRANTY DOES NOT COVER REPAIRS/OPERATIONS/DAMAGE CAUSED BY:

- misuse and/or incorrect storage or use/storage that does not comply with the instructions of MANITOU GROUP, particularly as defined in the Equipment Instruction Manual (*including recommended servicing and maintenance*);
- - changes not expressly authorised by MANITOU GROUP to the Equipment or its safety and protection devices, or the serial number of the Equipment, or any of its components including the Smart Box on Connected Equipment;
- failure to comply with the rules of good practice;
- the use of unsuitable attachments, or the use of parts, fluids, components or attachments other than those of MANITOU GROUP origin;
- an accident (*including vandalism, fire, etc.*), incident or negligence;
- an unfavourable environment (*chemicals, dust, salt, corrosion and erosion, etc.*);
- a job performed by a repairer who does not belong to the MANITOU GROUP network and/or by personnel not trained and certified by MANITOU GROUP;
- components covered by their own Warranties, such as tyres, batteries, engines and attachments;

MANITOU GROUP (*or the resellers, as applicable*) shall not be liable for any direct or indirect damages arising from performance of its obligations under this Warranty - including the consequences of securing the Equipment during the Warranty period - such as leasing of replacement machinery, financial losses, production losses, operating losses, loss of earnings and the buyer's commitments to third parties.

- EXCEPT FOR WARRANTIES EXPRESSLY SET OUT IN THESE GENERAL WARRANTY CONDITIONS, MANITOU GROUP MAKES NO REPRESENTATION AND OFFERS NO OTHER WARRANTY OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED.
- ANY LIMITATION EXCLUDED BY LOCAL LAW SHALL BE DEEMED TO BE DELETED FROM THESE CONDITIONS; ALL OTHER CONDITIONS SHALL CONTINUE TO APPLY. LEGAL GUARANTEES MAY GIVE THE BUYER MORE BENEFICIAL RIGHTS.
- The conditions of application are specifically defined in the Warranty Manual.
- MANITOU GROUP recommends following the maintenance schedule indicated in the Equipment's Instruction Manual.

3- GENERAL WARRANTY CONDITIONS FOR SPARE PARTS AND ATTACHMENTS

MANITOU GROUP guarantees the buyer that the new Spare Parts or attachments will be free from defects related to their materials or manufacture. Part means any replacement part or original attachment, approved, marketed and delivered by MANITOU GROUP (*delivered separate from the Equipment*).

All of the Equipment conditions apply except as follows:

- TERM OF THE PART WARRANTY ⇨ 6 (six) months from fitting of the Part on the Equipment or 12 (twelve) months from the date of invoicing of the Part by MANITOU GROUP (*whichever comes first*)

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THE WARRANTY COVERS

- The costs, in accordance with the scales defined by MANITOU GROUP, of:
 - Repair of the Part or its replacement - repair is preferred over replacement if it is economically justified.
 - Labour for disassembly and reassembly

To the exclusion of all other costs.

These General Warranty Conditions have been prepared in several languages, including, but not limited to, French, English, Spanish, German, Italian and Canadian French. In the event of any inconsistency, the language of the local jurisdiction shall apply. The General Warranty Conditions are governed by the law defined in the Equipment's Terms and Conditions of Sale.

II. ACCEPTANCE AND COMMISSIONING OF NEW EQUIPMENT

1- ACCEPTANCE OF NEW EQUIPMENT

Transportation and unloading are done in accordance with the terms and conditions of sale in force. Unloading of the Equipment is the responsibility of the recipient of the Equipment.

1.1. Observations upon delivery

Upon delivery of the Equipment to the Dealer, the latter must ensure that the Equipment has not suffered any damage during transport and corresponds to the delivery document.

1.2. Observation of damage or missing items associated with transport

🔗 ***In the event of any damage or missing items noticed at the time of delivery, the recipient must:***

- note any reservations for the transport company delivering the goods on the transport document (*consignment note*)
- confirm the reservations by registered letter with acknowledgement of receipt within 3 days. This letter is to be addressed to the transport company and must be incorporated into a service request (*Assist Administration Menu After-Sales and Warranty --> Machine nonconformity https://manitogroup_assist.easyvista.com/*).

In the event of damage to the Equipment, the Dealer is advised to draw up a repair estimate. In the event that the dealer considers that this is damage resulting from transport, in addition to notifying its insurer, the Dealer may send the repair estimate to the transport company to obtain its acceptance, prior to the repair.

Indeed, in the event of major damage, the transport company may request an expert evaluation of the Equipment, only valid if the Equipment and its damage can be appraised.

🔗 ***In the event of minor damage noticed at the time of delivery:***

- the required parts should be ordered from a MANITOU logistics centre;
- the repairs should be carried out and the invoice (*for parts and labour*) addressed to the transport company

🔗 ***In the event of major damage noticed at the time of delivery:***

- an expert appraisal could be ordered by the insurance company covering the Equipment or by the transport company's insurance company;
- no work may be undertaken without prior, written agreement.

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MANITOU GROUP may provide, upon request, the contact details of the underwriter's contact. When the insurance company has agreed to the repair, the invoice for repair of the Equipment must be addressed to the transport company.

ATTENTION

After settlement of the claim, the parts replaced during the repair become the property of the transport company, which may claim them. They should therefore be kept until the transport company has made its decision, **for a duration of 6 months.**

1.3. Damage noticed after delivery:

After ensuring that the Equipment delivered has not suffered any damage during transport, the Dealer will also ensure that the Equipment delivered, as well as its optional extras, attachments and documentation, are compliant with the order. It shall ensure that the Equipment is in perfect working order by carrying out the general inspection of the Equipment (including in-depth visual inspection, operational tests, inspections).

1.4. Observation of Equipment nonconformity (not associated with transport):

MANITOU GROUP shall carefully inspect, adjust and prepare each piece of Equipment before it is dispatched. However, in the event of a non-compliant delivery, damage or missing items not associated with transport, the Dealer shall submit an ASSIST service request (*Administration Menu After-sales and Warranty* ⇒ *Machine nonconformity* - <https://manitougrouppr-assist.easyvista.com/>) within **10 days of the delivery date.**

The service request will be made under the description "*Observation of nonconformity not associated with transport*" and should contain the serial number of the Equipment and a description of the damage or missing items. After this time, these faults will not be acknowledged, the Equipment will be considered as having been delivered compliant and no related Warranty claim may be accepted.

No repairs may be undertaken before acceptance of the service request by MANITOU. Then, a Warranty claim may be made on the Warranty Portal, mentioning the number of the accepted service request.

1.5. Recap of the storage conditions

In order to preserve the quality of the Equipment when it is in storage and not in use, it should be kept in accordance with the MANITOU GROUP storage recommendations (*Warranty Bulletin No. 12*) and for a maximum period of 8 months from the Equipment invoice date:

- It should in particular be protected from bad weather, vandalism and possible corrosive environments and all cylinders should be retracted.
- Operating cycles are recommended in the same bulletin, in the event of long-term storage.

2- COMMISSIONING OF NEW EQUIPMENT

Commissioning of new Equipment is mandatory by law. It involves transferring ownership of the Equipment from the dealer to the end customer.

"Commissioning visit" means the first commissioning carried out on the user's premises by the dealer, after which the Customer should certify that the Equipment delivered complies with the order, that it is in full working order and in good condition, that the instruction manual has been provided and that the usage and safety instructions have been explained. It triggers the contractual Warranty period. Jobs carried out under Warranty do not extend the term of the Warranty.

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Thus, this commissioning is a condition precedent to implementation of the Warranty and MANITOU GROUP will not be bound by any Warranty obligation until the duly completed and signed commissioning certificate has been received by MANITOU GROUP or sent via the Warranty Portal (*except in particular cases Chapter 1.5*).

A maximum of 15 hours of Equipment operation before commissioning is tolerated unless indicated otherwise in the demonstration programmes supported by MANITOU GROUP. Equipment used for longer than the allocation of 15 hours will not be eligible for full Warranty.

2.1 Commissioning certificate: new Equipment sold to the end customer

It is the responsibility of the Dealership to complete the commissioning certificate upon delivery of the Equipment to the end customer.

It must be signed (by hand or electronically) in **3 copies** by the end customer and by the dealer.

- the customer copy must be kept in the Equipment's maintenance logbook;
- the second copy must be archived by the Dealership.
- the final copy should be attached in PDF format to the commissioning declaration on the Warranty Portal, or by any means defined at the sole discretion of MANITOU GROUP, within **10 days of the commissioning date**. It must be kept by the Dealership for an unlimited duration.

The Dealer has an obligation to enter the customer's full details (*email, telephone, address, etc.*) and its 3 activity levels in the Warranty Portal. As such, it is responsible for the accuracy of the information provided. MANITOU GROUP reserves the right to ask for the original copy kept by the Dealership.

2.2 Commissioning certificate: new Equipment sold to MANITOU GROUP customers (*rental companies, major corporate clients, direct customers and "Rent to Rent" Equipment*)

Commissioning remains mandatory and unless expressly agreed by MANITOU GROUP must be carried out by a Dealer in accordance with the above paragraph (*Chapter 1.1 Commissioning Certificate: new Equipment sold to the end customer*).

If commissioning is not carried out within **60 days of shipment of the Equipment** (handover to the transport company), it will be automatically validated, triggering the start of the contractual Warranty. The commissioning date taken into account will be 2 working days after the Equipment's shipment date. The cooperation charter lays down all of the conditions for this.

2.3 Commissioning certificate: demonstration Equipment

MANITOU GROUP grants the Dealer specific availability conditions related to the demonstration Equipment (Equipment used for demonstration purposes prior to sale to the End Customer) and, in particular, may propose specific terms and conditions of sale (for example: implementation of a financing operation for this demonstration Equipment). As such, a specific contract governing the obligations related to the commissioning and maintenance of said Equipment will be signed beforehand.

In all cases, the demonstration Equipment must be commissioned by the Dealer upon receipt of said Equipment.

The customer appearing on the certificate and in the Warranty Portal will, in this case, be the dealership itself.

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If commissioning is not carried out within **30 days of shipment** of the Equipment (handover to the transport company), it will be **automatically validated**, triggering the start of the contractual Warranty. The commissioning date taken into account will be 2 working days after the Equipment's shipment date. The standard conditions will then be applied.

The Dealership has an obligation to immediately, and within 5 days of the date of sale to the end Customer, enter the customer's full details (*email, telephone, address, etc.*) and its 3 activity levels in the MANITOU GROUP Warranty portal (*Warranty Portal -> Warranty -> Machine platform*).

2.4 Exceptional situations: sale outside the territory

In the event of a new piece of Equipment being sold outside of its territory, the selling Dealership should contact the Dealer for the commercial territory in order to establish the conditions for commissioning the Equipment. Proper performance of commissioning is the responsibility of the selling Dealership.

2.5 Loan or show Equipment

As this Equipment is the property of MANITOU GROUP, it should not be commissioned.

2.6 Resale of a product during the Warranty period

In the event of resale of the Equipment during the Warranty period, the successive owners shall benefit from the Warranty under the same conditions and in particular until its expiry date.

In the event that the Dealer is responsible for the resale, or if it becomes aware thereof, it is responsible for ensuring that:

- the Equipment and Attachments are delivered complete, in full working order and in good condition;
- the Equipment delivered complies with the order and is free from visible defects
- the customer has received the instruction manual
- the customer has received the specific usage, maintenance and safety instructions for the Equipment
- the subscription agreement for the "Connected Machines" programme and the "Warranty Extension" contract (*where applicable*) are valid
- **the full details (*email, telephone, addresses, etc.*) and activity sectors of any subsequent owners are entered in the MANITOU GROUP Warranty Portal (*Warranty tab machine platform -> add new customer*)**

2.7 Equipment stolen, completely destroyed or missing

If a piece of Equipment is stolen, completely destroyed or lost, it is the responsibility of the Dealer to submit a service request on ASSIST, in order to change the Equipment's status (*Administration menu After-Sales and Warranty -> Machine Status Change*). Details should be provided to explain the incident.

If a piece of Equipment is stolen, a theft report will be requested.

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III. MANDATORY SERVICE

1- GENERAL PRINCIPLES

- the first service visit is **mandatory** for all Equipment (*whether it is commissioned or the property of MANITOU GROUP*). **Otherwise, the Equipment will no longer be covered by the Warranty.**
- the mandatory service certificate shall be kept in the maintenance logbook;
- the document completed by the Dealer and signed by the customer will certify that the service has been carried out. An original will be kept in the maintenance logbook and a copy will be kept by the Dealer. MANITOU GROUP reserves the right to request a copy thereof.

Depending on the model of the Equipment and the recommendations in the instruction manual, this servicing will be carried out within **the Equipment's first 500 hours or within the first 6 months**, whichever comes first.

Note: depending on the environment and the conditions of use, this time may be reduced at the discretion of the Dealer. This service is not the responsibility of MANITOU GROUP.

2- OBLIGATIONS OF THE DEALER

Failure to comply with the maintenance programme and the conditions of use defined in the Equipment's instruction manual shall result in forfeiture of the Equipment Warranty. In this case, MANITOU GROUP reserves the right to invoice any Warranty claim for the Equipment that should not have been submitted by the Dealer.

During fulfilment of the maintenance programme during the Warranty period, the Dealer undertakes to use original MANITOU GROUP Parts or Parts of an equivalent quality previously approved by MANITOU GROUP, in accordance with the Equipment's instruction manual.

IV. CONTRACTUAL WARRANTY

1- RECAP OF THE GENERAL CONDITIONS

The Warranty is governed by the General Warranty Conditions (see Chapter 1). MANITOU GROUP reiterates that the Dealer must train its employees for efficient repairs, intervention times and maintenance/mandatory servicing that are to the satisfaction of its customers.

If a Dealer services a piece of Equipment that it did not sell, it has 2 options:

- it may send an invoice to the Dealership that sold the Equipment and this Dealership will send MANITOU GROUP a Warranty claim in accordance with the reimbursement conditions laid down in this chapter;
- it may send the Warranty claim directly to MANITOU GROUP in accordance with the reimbursement conditions laid down in this chapter.

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2- CONDITIONS FOR COVERAGE OF PARTS

These conditions describe the conditions for reimbursement of original MANITOU GROUP parts during the Warranty period. The Dealership must be able to provide, upon request, all of the documentary evidence proving that the parts are of MANITOU GROUP origin.

If the Dealership assumes responsibility for not using original MANITOU GROUP parts, it should notify the customer. This work may not be covered by the MANITOU GROUP Warranty.

MANITOU GROUP cannot be held liable in the event of:

- an **incident** occurring with this replacement component, which cannot in any case be claimed under Warranty from MANITOU GROUP;
- **damage** to any surrounding parts associated with the use of these parts not of MANITOU GROUP origin;
- **physical or material damage** and any direct or indirect consequences arising from it.

During the Warranty period, if a standard exchange of defective components is possible, it must be preferred over use of a new component.

The price chosen for coverage of the parts under Warranty is that of express orders. If work is done by a Dealership for a rental company or a major corporate client of MANITOU GROUP, the price may be **adjusted based on a decision by MANITOU GROUP**.

In the event of replacement of a component, the component removed and covered by MANITOU GROUP, within the context of a Warranty job by the Dealer, becomes the property of MANITOU GROUP.

3- CONDITIONS FOR COVERAGE OF LABOUR

- the labour reimbursed under the Warranty includes only the time required to repair the fault. The "Job Time Schedule" defines the job times validated by MANITOU GROUP and does not include the time required to diagnose the fault. It serves as a reference for preparation of Warranty claims.

☞ the diagnosis times will be submitted to MANITOU GROUP for approval, considering that the technician is trained and has the tools and documentation necessary to do the work.

☞ the lead-up periods are not covered under Warranty. Therefore, they are not included in the job times.

NB: the tangible and repeated absence from the technical training courses offered by MANITOU GROUP for the management and/or servicing after-sales personnel of a dealership over a period **longer than 24 months** may lead to the total or partial rejection of Warranty coverage.

- the hourly rate of reimbursement of the labour to the Dealer is fixed by MANITOU GROUP. Any updated conditions will be formalised by a network communication. The rate **may be revised annually** subject to achievement of the objectives communicated by MANITOU GROUP After-Sales.

- for jobs on the premises of rental companies or major accounts the hourly rate of reimbursement of labour is that of the invoicing rate applied by the Dealer to its customers sent to MANITOU GROUP and validated by MANITOU GROUP.

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- it is the responsibility of the Dealer to provide MANITOU GROUP annually with the information required to update the price list, without retroactive effect, by means of an Assist request (*Administration Menu After-sales and Warranty* ⇒ *Labour prices for customer billing*). The rate update is subject to validation by MANITOU GROUP.

4- CONDITIONS FOR COVERAGE OF TRAVEL EXPENSES

At the discretion of MANITOU GROUP and according to the commercial conditions in force, a contribution to travel expenses may be granted.

5- CONDITIONS FOR COVERAGE OF "OTHER" SERVICES

If work is done by an external service provider (*Welding, Painting, Air Conditioning and Miscellaneous*), the Dealer may claim the amount excluding tax of the corresponding invoice under Warranty.

Only the costs related to repair of the fault may be covered by Warranty. It is essential that this claim is accompanied by documentary proof (*copy of the invoice*) attached to the Warranty. MANITOU GROUP may request additional information justifying the work.

6- SPECIAL CONDITIONS APPLICABLE ONLY TO RENTAL COMPANY CLIENTS AND MAJOR CORPORATE CLIENTS

Some rental company customers or major accounts of MANITOU GROUP benefit from a Warranty term exceeding the Warranty. To identify the Warranty Period, please consult the Warranty Portal (*Enter the serial number of the Equipment in the Warranty menu* ⇒ *Machine platform*).

7- OPTIONS AND ATTACHMENTS KITS

The option kits and Attachments¹ installed by a Dealer on a new piece of Equipment², connected or otherwise, and strictly of MANITOU GROUP origin, fall within the scope of the General Warranty Conditions.

The consequences of poor fitting resulting in tightening faults, oil leaks, incorrect adjustments, withdrawal of load charts or any other work that does not apply to the conformity of a component are not covered by the Warranty.

¹This condition only applies to Option Kits and Attachments sold with the new Equipment or fitted on the Equipment by the Dealer prior to commissioning.

²Option Kits and Attachments are understood to mean the equipment that can be adapted to each of the Equipment models (see public price list), ordered from one of MANITOU GROUP's spare parts logistics centres.

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V. WARRANTY EXTENSIONS

1- CONTRACT SUBSCRIPTION

The extension contract must be signed by the parties no later than **6 months after commissioning of the Equipment**. The contract enters into force on the day it is signed by the parties.

The customer has the option to subscribe under the specific conditions of a Warranty Extension according to two coverage levels: "Total Coverage" or "Essential Coverage". The items covered under these Warranties can be found in the general conditions of their involvement in the contract.

	250h	500h	1000h	1500h	2000h	3000h	4000h	5000h	6000h
+ 1 year	✓	✓	✓	✓	✓	✓	✓		
+ 2 years		✓	✓	✓	✓	✓	✓	✓	
+ 3 years		✓	✓	✓	✓	✓	✓	✓	✓
+ 4 years			✓	✓	✓	✓	✓	✓	✓

2- PROGRAMME

Depending on the Customer's choice, under the specific conditions of the contract, the Warranty extension begins at the end of the contractual Warranty and is interrupted as soon as the Equipment has exceeded the number of hours or the period of time subscribed.

3- RECAP OF THE CONDITIONS OF APPLICATION

The Warranty extension is expressly limited to the supply of spare parts for the Equipment, and the labour necessary for the dismantling/refitting and the repair/replacement of said warranty Parts, with the exception of attachments, options and other additional equipment not installed as standard on the Equipment. All of the costs, including transport and shipping costs, are to be paid exclusively by the Customer.

3.1 Conditions for coverage of parts

Parts will be reimbursed under the Warranty extension in accordance with the conditions laid down by MANITOU GROUP.

3.2 Conditions for coverage of labour

The labour costs necessary for replacement of the parts and components covered by the Warranty extension are covered according to the conditions laid down by MANITOU GROUP.

3.3 Conditions for coverage of travel expenses

Travel expenses are not covered by the warranty extension.

3.4 Excess

The customer has the option to choose, under the specific conditions, the amount of the excess applicable to it under the Warranty extension. By definition, the amount of the excess is the sum that remains payable by the Customer following replacement/repair of a faulty part performed within the context of the contract. The excess applies for each faulty part and not per job.

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3.5 Assignment of the extension agreement

In the event of the Equipment being sold by the Customer during the term of the contract, the contract can be assigned to the purchaser of the Equipment under the same terms and conditions and within the limits of the rights remaining.

The Customer undertakes to provide all the elements of the contract to the purchaser of the Equipment and must in particular provide the contact details of the purchaser to the Dealer in writing.

The dealer and/or the manufacturer may, at their discretion, legally review the terms of the contract and/or terminate the contract, without compensation, if the purchaser of the Equipment should use the Equipment under conditions different from those initially agreed with the Customer in the specific conditions.

VI. SPARE PARTS WARRANTY

The spare parts Warranty only applies to products of MANITOU GROUP origin ordered from a MANITOU GROUP logistics centre. They must be stored, installed, protected, maintained and used in accordance with MANITOU GROUP specifications.

The invoice number for purchase of the component should be quoted in the Warranty claim as a matter of course, together with the date of the first fit replacement.

1- CONDITIONS FOR COVERAGE OF PARTS

Original MANITOU GROUP parts and/or attachments are guaranteed for a period of 6 months from installation of the spare part on the Equipment or 12 months from the date of invoicing by MANITOU GROUP, whichever comes first.

The conditions for returning parts and the price applied are the same as those of the contractual Warranty described in Chapter 4.2.

2- CONDITIONS FOR COVERAGE OF LABOUR

The spare parts Warranty covers the labour necessary for dismantling of the faulty part and fitting of the replacement part by an approved MANITOU GROUP dealer, according to the job time schedule in force.

The conditions associated with labour are the same as those of the Warranty described in Chapter 4.3.

3- EXCLUSIONS

Travel expenses and transport costs are not covered.

The following claims are not covered by the spare parts Warranty and must be sent directly to the MANITOU GROUP Spare Parts Logistics Centre:

- specific brands managed by the spare parts store;
- parts received faulty or found to be faulty before installation.

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VII. WARRANTY PROCEDURE

1- PROCESS FOR SUBMITTING A WARRANTY CLAIM

1.1. Submission deadline

It is in the common interest of MANITOU GROUP and its Dealers to find out about technical incidents encountered by customers as soon as possible so that they can be resolved as quickly as possible in our continuous efforts to improve our products.

Warranty claims must be submitted on the Warranty Portal within **30 days of the job date**.

1.2. Submission procedure

After intervention on a piece of Equipment during the Warranty period and in accordance with the coverage rules defined by MANITOU GROUP, the Dealer enters one or more Warranty claims in the Warranty Portal.

A Warranty Claim must only deal with one incident and must be related to the defective part.

This claim will be made by the Dealer who repaired or sold the Equipment and should contain the following information:

- date of the fault (*)
- the job date (*)
- the serial number (*)
- the Dealer's Warranty number (*)
- the number of Equipment hours recorded at the time of the job (*)
- the person submitting the claim (*)
- a list of the parts replaced (*)
- the labour time required for the job (*according to the applicable time schedule*)
- the travel expenses (*if applicable*)
- the descriptions of the symptoms, the cause of the fault and the solutions implemented, explained clearly to enable processing by MANITOU GROUP (*)
- all of the documents or photos justifying the fault
- the part numbers at issue (*and identification of the exact problem*) in the event of leaks for which tightening was required (*)
- a copy of the Dealer's job sheet, duly signed, for the job done on the Customer's premises
- the invoice number for the part purchased from the spare parts logistics centre

(*) these elements are essential for understanding and investigating the claim. In their absence, the Warranty claim will be **rejected**.

If a dealership services a machine that it did not sell (excluding Major Accounts and Rental Companies), it has 2 options:

- it may send an invoice to the dealership that sold the machine and this dealership will send MANITOU GROUP a Warranty claim in accordance with the reimbursement conditions laid down in this chapter;
- It may send the Warranty claim directly to MANITOU GROUP in accordance with the usual reimbursement conditions.

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Processing rules

MANITOU GROUP analyses the Warranty claims in order to ensure that the work defined in the Warranty claims is indeed covered by the Warranty.

In this respect, MANITOU GROUP may request additional information such as clarifications on the damaged part, *justification of the number of hours spent on the job*, or additional analyses (oils, fuels, coolant, etc.).

MANITOU GROUP will clearly explain its request on the Warranty Portal, by email or using any other means.

The labour time for each job may be adjusted to the time defined in the time schedule (*Chapter 4.3*). MANITOU GROUP shall check whether the travel expenses (*Chapter 4.4*) and "other" services (*Chapter 4.5*) are justified.

The solutions implemented are analysed. The description of the fault must be clear enough to understand the exact cause of the problem.

The Dealer should respond within **30 days of the additional request for information**. **Otherwise, the Warranty claim will be rejected without the possibility of appeal.**

Depending on the quality of the description and the solutions implemented, the Warranty claim may be accepted (in full or in part) or rejected.

The reasons for rejection will be clearly stated on the Warranty claim using the rejection codes as per *Warranty Bulletin No. 15* and related comments where appropriate.

NB: Depending on the progress made with processing the Warranty claim, its instance code on the Warranty Portal will be modified in accordance with *Warranty Bulletin No. 14*.

2- CONDITIONS FOR SETTLEMENT OF WARRANTIES

Any Warranty accepted (in full or in part) shall result in a credit note being issued to the Dealer. However, if it should be proven that the Warranty claim was not justified or was falsified, MANITOU GROUP may raise an invoice for the amount of the credit note within 12 months of its acceptance.

3- CONDITIONS AND PROCEDURES FOR RETURN OF PARTS

In certain circumstances, MANITOU GROUP may request that faulty parts be returned to the factory for appraisal purposes before processing the Warranty claim. This request will be clearly stated on the Warranty Portal, by email or using any other means.

- MANITOU GROUP will assume the cost of this transport **up to a maximum of 2 per month**;
- this request should be made **within 15 days of the return request** by MANITOU GROUP.

The procedure is laid down in *Warranty Bulletin No. 13*.

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4- RETENTION OF DOCUMENTS

MANITOU GROUP reserves the right to examine the Warranty claims and documentary evidence submitted over the last year.

To make this process easier:

- The Dealer must keep a hard copy or an electronic file of any Warranty claims for one year from the billing date. This file must contain a copy of the repair order for work done under Warranty and the supporting documents.

The repair order must include:

- The name of the owner, the parts used for the repair and a description of the work completed.
- The start date of the claim and the date on which the work was completed.
- The name of the service technician who carried out the work.
- Any invoices or external documentation relating to the repair must be kept in this file.
- This documentation must be made available to the MANITOU GROUP representatives upon request. Failure to provide this information may result in a Warranty claim being rejected or billed. In the event of conflict between the claim and the documentation, the full claim may be billed to the Dealer.

5- CONSERVATION OF PARTS

The parts concerned by a Warranty claim should be made available to MANITOU GROUP for potential appraisal for a period of **6 months from the date of the Warranty claim**, otherwise Warranty claim rights may be lost (e.g. billing of the amount paid under the Warranty).

The parts must be stored in a dry location. They must be cleaned, plugged, protected (*cylinder rods in, electronic boards packaged, etc.*) and labelled when they are put into storage.

5-1 Parts not covered by Warranty

In the event of rejection of a Warranty claim following analysis of the part returned, the Dealer will have a **maximum period of 30 days** to organise, at its expense, return of the part. After this time, the parts will be **destroyed**.

MANITOU GROUP will settle the corresponding Warranty by an invoice if it was credited first. In the event of a MANITOU GROUP decision being challenged, please refer to Chapter 5.2.

5-2 Disputes

All disputes should be notified **in writing** to the MANITOU GROUP Warranty Department within **30 days of the date the Warranty was processed** by MANITOU GROUP.

After this time, no claims will be considered.

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VIII. SERVICE BULLETIN

As a manufacturer, MANITOU GROUP designs and markets products in accordance with the regulations and standards in force.

MANITOU GROUP undertakes to ensure the safety of the Equipment after it is placed on the market. It relies on its network of Dealers to carry out any corrections or improvements/recommendations they might issue through "service bulletins" on My e-doc.

There are 3 types of Service Bulletins, code A, B or C. Implementation and performance of these service bulletins by the Dealer must be undertaken by the specified deadlines.

Some campaigns are fully covered by the Warranty.

The information relating to performance of and Warranty cover for the operations is indicated on the cover page of the technical information (Warranty Bulletin No. 16).

The technical information documents must remain "CONFIDENTIAL" and are covered by business law, and their circulation is strictly limited to within the dealership.

1- CODE A SERVICE BULLETIN OR CAMPAIGN FOR "IMMEDIATE AND MANDATORY MODIFICATION"

MANITOU GROUP reserves the right to conduct mandatory technical modification campaigns.

These mandatory campaigns concern safety or quality improvements to be made to a defined list of Equipment.

Implementation of the modification is **mandatory and must be completed as quickly as possible (and in any case by the deadline indicated in the information document)**. They must be applied carefully in strict compliance with the information provided.

The Dealer is responsible for completion of the campaign by the deadlines set and in accordance with the technical requirements defined in the Service Bulletin.

MANITOU GROUP sends the Dealer a list of the Equipment of which it is aware and which the Dealer must work on.

In the event that the Dealer is no longer responsible for certain Equipment listed by MANITOU GROUP, it shall immediately inform MANITOU GROUP by means of an ASSIST service request (*Chapter 2.4*). Similarly, the Dealer shall immediately inform MANITOU GROUP in the event that it becomes aware of any Equipment present in its territory that is affected by a Service Bulletin.

MANITOU GROUP reserves the right to directly contact any Customer whose Equipment would be affected by a Service Bulletin.

Any difficulty or delay in implementing a campaign must be notified immediately to MANITOU GROUP.

The warranty conditions for the campaigns are indicated in the footer of the service bulletin.

In general, the following are covered:

- the parts listed in the Service Bulletin
- labour (*up to the number of hours and the rate indicated*)
- travel expenses (*up to the fixed amount indicated*)
- Equipment transport costs in some cases (*up to the fixed amount indicated*)

The information and conditions relating to the campaign are sent, at the sole discretion of MANITOU GROUP, either by way of a letter sent by registered post with acknowledgement of receipt or by email with acknowledgement of receipt, or by any other means provided to the Dealers by MANITOU GROUP. The Service Bulletins will be available on My e-doc. A list of the Equipment concerned will be available on the Warranty Portal.

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The Dealer shall acknowledge safe receipt to MANITOU GROUP of the information letter when it is sent by email, by simple return email.

The Dealer undertakes to immediately familiarise itself with the campaign and the list of Equipment in order to apply the campaign as quickly as possible.

The modification period mentioned on the first page of the service bulletin may be extended if MANITOU GROUP so decides. A campaign closure accompanying measure is offered to the Dealer network according to the conditions laid down by MANITOU GROUP.

The list of Equipment covered by a campaign is accessible on the Warranty Portal and can be used to check the progress of the Equipment taken over or not:

- in the "campaigns in progress" dashboard for Equipment taken over;
- in the "campaigns not completed" table for Equipment not taken over and/or outside the time limit

After this additional accompanying period, coverage of the work on the Equipment may only be accepted with the agreement of the zone after-sales manager and upon presentation of proof.

2- CODE B SERVICE BULLETIN FOR "IMPROVEMENT TO BE MADE DURING THE MAINTENANCE VISIT"

These service bulletins alert the Dealer to changes to be made to the Equipment to improve its quality. These preventive operations must be carried out during other work on the Equipment (*maintenance, repair, etc.*). Consequently, the Dealer's travel expenses will never be covered.

The reimbursement conditions are laid down in the Code B Service Bulletin. These operations will be covered for Equipment less than **36 months after the commissioning date**.

The deadline for a Code B Service Bulletin is 12 months after the date it is circulated.

In general, the following are covered:

- the parts listed in the Service Bulletin
- labour (*up to the number of hours indicated*)

The information relating to these Service Bulletins is available on My e-doc.

3- CODE C SERVICE BULLETIN "FOR INFORMATION"

Code C Service Bulletins inform the Dealer about possible changes or modifications made to the machines. Implementation is not systematic or mandatory and is reserved for resolving cases of confirmed malfunction.

MANITOU GROUP will not cover any costs incurred by the Dealer for making the improvements proposed in Code C Service Bulletins outside of the contractual Warranty period (*manufacturer Warranty and Warranty extension*).

The information relating to these Service Bulletins is available on My e-doc.

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IX. EXCEPTIONAL COVER

MANITOU GROUP can decide to derogate from the rules laid down above by granting special cover to certain technical subjects.

MANITOU GROUP reserves the right, at its sole discretion, to accept or reject the claim without needing to provide additional explanations and without this being interpreted as acceptance of liability of any sort whatsoever. It is reiterated that it is the claimant's responsibility to provide all of the technical information justifying exceptional cover and not the responsibility of MANITOU GROUP to establish the file.

Claims for exceptional cover will be entered in the Warranty Portal by the Dealer, only after the work has been carried out on the Equipment. They should be reasoned and will be submitted to MANITOU GROUP personnel (After-Sales zone manager corresponding to the dealership). The Dealer may reject the claim or accept it in full or in part based on the information in the file.

The head of the department and anybody from the MANITOU GROUP Warranty Department can, where appropriate, ensure the validity of the claim by requesting the necessary evidence.

DOCUMENTS	REFERENCE
Procedure for handling customer claims and Warranty management (FR)	STD-PR-QU-005
Instruction manual (FR)	STD-DO-PS-010