

Warranty Details

USED Equipment

Used Equipment Warranties

The following is a summary of Barloworld's warranty standards for all Used Hyster and non-Hyster equipment and is subject to Barloworld's terms and conditions, which can be found at http://www.barloworld.co.uk/company/terms_and_conditions.htm

Except where a Quotation identifies Used Hyster equipment is supplied to one of the Preparation Standards defined below, all Used Equipment is supplied subject to the following limited standard:

"as-is"

- equipment is "sold as seen" without any guarantee or warranty of condition, EXCEPT THAT, Barloworld will comply with its minimum obligations under LOLER 1998 (or successor), including any requirement to provide physical evidence of the last thorough examination having been carried out.
- **WARNING:** defects may be present in the equipment that could cause hazards in operation
- customer has sole responsibility to inspect, test and complete any remedial works to resolve any defects prior to any use or operation of the equipment under any circumstances (including any loading or unloading of the equipment under its own power).

For Used Hyster equipment supplied to one of the following Preparation Standards, Barloworld warrants the relevant equipment to be free from defects in workmanship or materials for the applicable periods, as follows:

<u>Used Hyster Preparation Standards*</u>	<u>Warranty Period</u>
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Merit	7 days from delivery or 20 hours, whichever comes first.
Que	3 months from delivery or 250 hours, whichever comes first.
Que+	6 months from delivery or 500 hours, whichever comes first.

The following conditions apply to all used equipment and warranties:

All Used Equipment

- **Manufacturer's Warranty:**
 - Used equipment is supplied without the balance of the original or any other manufacturer's warranty.
- **General Exclusions:**
 - Accidents.
 - Abuse, misuse or negligence.
 - Overloading.
 - Alterations or modifications made otherwise than by Barloworld or its third party sub-contractors.
 - Failure to operate the equipment in accordance with instructions in the Owner & Operator's Guide or equivalent.
 - Failure to report to Barloworld and fix defects promptly and in any event within ten (10) days of first discovery; any damage resulting directly or indirectly from such an un-remedied defect is excluded.
- fair wear and tear – see Barloworld's "fair wear and tear" standards document (a copy at http://www.barloworld.co.uk/downloads/general/Barloworld_Fair_Wear_Tear.pdf or available on request). If the condition of the equipment includes any items defined as 'unacceptable' in such standards document, then this shall be indicative of accidents, abuse, misuse or negligence unless the customer can reasonably demonstrate otherwise.

Used Hyster Equipment Warranties Only

- **Warranty Conditions:**
 - Customer is responsible for completing all daily inspections (see http://www.barloworld.co.uk/services/service_options.htm) and for ensuring (by contracting BW or otherwise) that equipment is serviced/maintained in a timely manner and to a standard required by manufacturer's recommendations. All servicing works must be performed to a professional standard by a suitably qualified and experienced engineer using manufacturer's spare parts or their equivalent.
 - Trucks sold with either Que or Que+ are subject to customer purchasing TruckServe or higher level maintenance to take effect within forty-eight (48) hours of equipment delivery.
 - If such daily inspections, servicing/maintenance is not completed as required or if the pre-requisite maintenance contract is cancelled, then the warranty standard shall automatically reduce to "as-is" only without recourse to Barloworld.
 - Items repaired or replaced under warranty shall have the balance of the original warranty only, if any.
- **Warranted Components:**
 - **Included Items** - subject to any specific components listed in Excluded Item below, means the following:
 - Engine (excluding fuel)
 - Transmission
 - Drive Axle (excluding tyres)
 - Electric Traction and Pump Motors
 - Electronic Controllers (excluding fuses)
 - Frame and Mast Structures
 - Hydraulic Pumps and Valves
 - Steering Axle (excluding tyres)
 - Radiator
 - Starter Battery
 - Ignition Parts
 - **Excluded Items** – means the following:
 - Traction Batteries and Battery Chargers/Conditioners *
 - Tyres
 - Forks
 - Oils
 - Greases
 - Fluids
 - Rubber Parts
 - Seals and Packings
 - Bulbs
 - Filters
 - Any other general consumables
 - Any items specifically excluded in a particular Quotation.
 - Any other items not listed in the Included Items list

** For Merit, Que or Que+ equipment only, Barloworld shall use reasonable endeavours to pass through the benefit of the balance of any applicable and unexpired manufacturer's original warranty, where available and where transfer is permitted by the relevant manufacturer*