

BIGBATTERY, INC. dba TITANGREEN LITHIUM POWERED ELECTRIC FORKLIFT WARRANTY

MODEL: EP18K-Li

BASIC TRUCK WARRANTY—12 MONTHS 2.000 HOURS

BigBattery, Inc. dba TitanGreen, (hereinafter "TitanGreen") warrants that each new TitanGreen electric forklift listed above shall be free, under normal use and maintenance, from defects in material or workmanship for a period of twelve (12) months from the date of first use or the first 2.000 key on hours, whichever occurs first.

POWERTRAIN WARRANTY 36 MONTHS 6000 HOURS

For a period of <u>Thirty-Six (36) months from the date of first use or the first 6.000 key on hours</u>, whichever occurs first, TitanGreen warrants the following major components:

Power Components

- Drive motors (excluding brushes)
- 2. Electronic (SCR/Transistor) control panel components
- 3. Contactor panels (excluding contact tips and switches)
- Differential
- Drive Axle (excluding brake assembly)

BATTERY WARRANTY 10 YEARS 3000 CYCLES

For a period of <u>10 years from the date of first use or the first 3000 cycles</u>, whichever occurs first, TitanGreen warrants the lithium battery and its internal components.

COVERAGE

During the specified warranty period, all manufactures scheduled maintenance must be performed and documented by the Authorized Selling Dealer, Distributor or Factory Trained Personnel utilizing OEM original parts, any defect in material or workmanship of the warranted item shall be repaired or replaced at Titan Green's option, by an Authorized TitanGreen Dealer or TitanGreen Distributor. This is the only expressed warranty authorized by TitanGreen. TitanGreen does not authorize a TitanGreen dealer to create any other obligation or liability in connection with TitanGreen.

EXCLUSIONS AND LIMITATIONS

The warranties contained herein shall not apply to or include any of the following.

- 1. Repair or replacement required as a result of: (i) accident; (ii) misuse or neglect; (iii) lack of reasonable and proper maintenance; (iv) repairs improperly performed or replacements improperly installed; (v) use of replacement parts or accessories not conforming to TitanGreen's specifications which adversely affect performance and/or durability; (vi) alterations or modifications that are not recommended or approved in writing by TitanGreen; and/or (vii) wear or ingestion of dirt into engine or hydraulic system due to lack of appropriate maintenance in normal or severe service operating conditions, such as foundries, lumber yards, cement plants or other dusty or severe uses, and deterioration of appearance items due to normal use or exposure.
- Normal replacement of service items, such as, but not limited to, tune-up parts and oil filters that are listed in the maintenance summary table of the Operation and Service Manual.
- All normal maintenance adjustments and services, such as, but not limited to, wheel, brake, and load handling systems, that are listed in the maintenance summary table of the Operation and Service Manual.
- Items subject to normal wear and tear, noise, vibration, or deterioration, such as, but not limited to brake linings, belts, motor brushes, contact tips, light bulbs, and paint.

EXCLUSIONS AND LIMITATIONS (continued)

- Tires and tubes
- 6. Options, accessories or attachments not manufactured by TitanGreen
- Vehicles operated outside the United States of America.
- 8. Vehicles not registered in the TitanGreen Warranty System.

LIMITED REMEDY

- 1. The remedy under the warranties contained herein is limited solely to the repair of defects in material or workmanship by an authorized BigBattery, Inc. dba TitanGreen dealer at its place of business or, at TitanGreen's option, at the place where such industrial trucks are maintained, during customary business hours. TitanGreen will not be liable for incidental or consequential damages such as inconvenience or loss of use of the TitanGreen industrial truck to the user, resulting from breach of the written warranty or any implied warranty.
- 2. THE WARRANTIES CONTAINED HEREIN ARE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND OF ANY OTHER OBLIGATION OR LIABILITIES ON THE PART OF THE MANUFACTURER AND DISTRIBUTORS OF BIGBATTERY, INC. dba TITANGREEN. INCLUDING EXPENSE. LOSS OR DAMAGE WHETHER DIRECT, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY, ARISING IN CONNECTION WITH THE SALE OR USE OF OR INABILITY TO USE THE BIGBATTERY, INC. dba TITANGREEN EQUIPMENT FOR ANY PURPOSE.
- No authorized TitanGreen dealer is permitted or authorized to change, modify, or amend any term of the Limited Warranty.

Some states prohibit exclusion or limitation of implied warranty of merchantability or fitness for a particular purpose, and/or of incidental or consequential damages, so you may have additional rights.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL WARRANTIES, EXPRESSED OR IMPLIED, OBLIGATION OR LIABILITIES OF BIGBATTERY, INC. dba TITANGREEN DEALERS.

Truck Model	***
Serial Number	
Company Name	
Address	
City and State	
Date of First Use	
Delivering Dealer	