



Omni-Directional Technology
Changing the way vehicles move

WARRANTY

SIDEWINDER

INDUSTRIAL LIFT TRUCK

Each new Airtrax SIDEWINDER Industrial Lift Truck, registered in accordance with the Warranty registration procedure as described in the SIDEWINDER Warranty Manual will have the following limited warranty:

INDUSTRIAL LIFT TRUCK LIMITED WARRANTY

Airtrax, Inc. (“Airtrax”) warrants that repairs required to new industrial lift trucks sold by it due to defects in material or workmanship present when the industrial lift trucks were manufactured will be made at no charge for parts and/or labor during the applicable warranty periods specified herein in accordance with the terms listed below.

Standard Warranty Period: 12 MONTHS or 2,000 HOURS OF USE, whichever occurs first, following the earlier of:

- (i) The date of delivery to the first purchaser or
- (ii) the date put into service.

Major Component Warranty Period: 24 MONTHS OR 4,000 HOURS OF USE, whichever occurs first, following the earlier of:

- (i) The date of delivery to the first purchaser or
- (ii) the date put into service.

Major components are as follows:

1. Upright - Rails, tie bars, rollers and chains. Excludes all seals.
2. Drive Components - internal shafts, gears and housing.
3. Brakes
4. Reducers - Excludes seals.
5. Electric Motors, Motor Controllers, Main Processor,
6. Electronic Controls, Panels, and Contactor Panel - Excludes contact tips & fuses.

Items not covered under this warranty include routine or recommended maintenance service such as, but not limited to, system cleaning, adjustments, or lubrications. Limitations to this warranty are defined in Sections 3.3 and 3.4 of the SIDEWINDER Warranty Manual, and below.

Airtrax will at its option

- (i) repair or, at its option, replace any part of the industrial lift truck sold by it that fails to conform to the Warranty stated above, or
- (ii) refund the claimant under this Warranty the purchase price paid for the repair to the industrial lift truck, or
- (iii) grant the claimant under this Warranty a reasonable allowance towards the purchase of a new SIDEWINDER Industrial Lift Truck. This is the sole remedy under this Warranty.

In order for the Warranty stated above to be effective, Airtrax requires all Warranty work to be performed by an authorized Airtrax dealer, recommended maintenance have been performed, service records be completed and available for inspection by Airtrax, and defective parts be returned to Airtrax at dealers expense, and that the hour meter shall not have been tampered with or disconnected. Parts replaced under this Warranty are warranted only for the balance of the industrial lift truck warranty period.

Limitations and Exclusions - The Warranty stated above shall not apply to or include any of the following and Airtrax shall have no liability with respect to:

1. Defects which result from an incident, misuse, lack of reasonable proper maintenance, improper repairs or parts replacement, use of replacement parts not conforming to Airtrax standards, unauthorized modification, neglect, or consequential damage.
2. Routine replacement of wear and tear consumable parts such as, but not limited to, light bulbs, filters, tires or rollers, oils, contact tips, fuses and switches.
3. Routine or recommended maintenance service such as but not limited to, system cleaning, adjustments, or lubrications.
4. Batteries, chargers, and attachments not manufactured and installed by Airtrax are subject to warranties of the manufacturer.
5. Loss of use, loss of time, inconvenience or other incidental charges or

other consequential or economic loss damages.

6. Pickup and delivery charges.

THE EXPRESS WRITTEN WARRANTY STATED ABOVE IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED. NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR USE OR A PARTICULAR PURPOSE SHALL APPLY. Airtrax IS NOT LIABLE FOR PUNITIVE, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR OTHER SIMILAR DAMAGES ARISING OUT OF ANY BREACH OF THIS WARRANTY OR IN CONNECTION WITH THE USE OF THE INDUSTRIAL LIFT TRUCK COVERED BY THIS WARRANTY, INCLUDING ANY COST OR EXPENSE OF PROVIDING SUBSTITUTE EQUIPMENT OR SERVICE DURING PERIODS OF MALFUNCTION OR NON-USE PENDING COMPLETION OF REPAIRS UNDER THIS WARRANTY.

The sole remedies for liability of any kind with respect to the industrial lift truck covered under this Warranty and all other performance by Airtrax under or pursuant to this Warranty or with respect to the purchaser's use of this industrial lift truck, including negligence, shall be limited to the remedy expressly provided in this Warranty and shall in no event include any expense, loss or damage, whether direct, incidental, consequential or exemplary, arising in connection with the sale or use of, or inability to use the industrial lift truck for any purpose even if Airtrax has been advised of the possibility of such damages. In no event shall Airtrax liability with respect to the industrial lift truck covered under this Warranty exceed the cost of correcting defects in the industrial lift truck as herein provided, and upon the expiration of this Warranty, any such liability shall terminate.

No authorized Airtrax dealer is permitted or authorized to waive, modify or amend any terms, conditions, or limitations of this Warranty.

Airtrax and its Dealers reserve the right to make changes to industrial lift trucks built and/or sold by them at any time without incurring any obligation to make the same or similar changes on trucks previously built and/or sold by them.