

## I. SCOPE

1. The Extended Warranty applies exclusively to the products within Hyva EDGE crane line. Hyva EDGE crane line models covered are as follows:  
  
HT92; HT112; HT130; HT162; HT212; HT240; HB90; HB112; HB130; HB160; HB210; HB240; HC91; HC91K; HC95; HC103; HC111; HC111K; HC121; HC125; HC131; HC131K; HC143; HC153; HC161; HC161K; HC173; HC183; HC213; HC213K; HC223; HC231; HC235e; HC243; HC243K; HC245; HC261; HC265e; HC601; HC661 (Products).
2. These Extended Warranty conditions apply to all Hyva Products and their spare parts as stated above worldwide.
3. Due to the nature of Hyva Products, most of Hyva customers are considered professional customers, i.e. natural persons who are acting as professionals within the scope of their economic activity (trade, business, craft, liberal profession) or legal entities. If owners are consumers within the meaning of applicable law, i.e. they are acting outside the scope of their economic activity (trade, business, craft, liberal profession), these Extended Warranty Conditions apply to the extent that they do not limit or are in conflict with the protections granted by the applicable consumer protection laws.

## II. WARRANTY CONDITIONS

1. The access to the Hyva Extended Warranty service is granted only upon the delivery to Hyva of the properly filled in and signed Extended Warranty Certificate. Hyva reserves the right to refuse warranty service in the absence of the signed Extended Warranty Certificate.
2. The Extended Warranty covers all defects in Product material and workmanship. It is limited to repair of the defect or replacement the defective part or at Hyva's discretion replacement of the Product itself. To the extent permitted by law, Hyva explicitly rejects any liability for costs of product fitting and removal, vehicle or product down time, replacement costs, transport or import costs, loss of earnings or profit, any damages caused by Hyva Products, including but not limited to any environmental damages or related mitigation or clean-up costs, excessive or unreasonable labor costs.
3. The Extended Warranty period for all new Products is as follows:
  - 3 years (or 3.000 hours of operation) from the date of first use of the Product as defined below;
  - 5 years (or 5.000 hours of operation) from the date of first use of the Product as defined below on structural parts (base, column, first boom, second boom, extensions, jib, stabilizer beams and all the cylinders), both for hook and winch operations;
  - 1 year (or 1.000 hours of operation) from the date of first use of the Product for all other operations requiring grabs, forks, manipulators or other accessories generating pushing forces on the ground or truck body.

The warranty period for the spare parts shall be twelve (12) months from the invoice date.

The warranty period for refurbished Products shall be six (6) months from the date of first use of the refurbished Product.

No warranty shall apply where the mandatory maintenance has not been performed in accordance with the required service schedule.

4. The date of first use shall be determined as follows, per Product:

New Products:	Date of Extended Warranty Certificate
Spare parts:	Invoice date
Refurbished Products:	Invoice date

5. All Hyva Products must be installed and operated in accordance with the relevant Hyva instructions. Otherwise, these warranty terms shall be void.

6. All Hyva Products must be repaired or replaced by the authorized Hyva Service Partner. Only the original Hyva parts shall be used. Otherwise, these warranty terms shall be void. The list of Hyva Service Partners can be obtained from your sales point or upon request by Hyva directly.

7. All Hyva Products must be subject to mandatory maintenance by the authorized Hyva Service Partner as stipulated in the Hyva Cranes User Manual. Only the original Hyva parts shall be used. No warranty shall apply where the mandatory maintenance and service has not been performed in accordance with these terms.

8. The warranty is not applicable to cases other than defects in material and workmanship. The warranty does not apply to:

- Damage caused by incomplete or erroneous installation save for installation done by Hyva Group companies;
- Damage caused by misuse, abusive or inappropriate operation, including but not limited to operation not in accordance with products' operating manuals or by operators not trained to operate the Hyva equipment. In case of doubt regarding whether the Product was operated properly, the burden of proof shall be with the owner;
- Damage as a result of maintenance/service not carried out in accordance with the Hyva operating & maintenance instructions and manuals;
- Wear and tear of parts caused by inappropriate storage and/or transport damage of goods delivered Ex-works;
- All parts subject to normal wear and tear, including but not limited to guide blocks; ball and roller bearings; bearing bushes; seals; rope and lifting accessories; load hook; protective hoses; stab pads; top seat cover; fuse and lamps; stickers; moving/ sliding parts like bushings or pins;
- All parts subject to replacement in accordance with the maintenance schedule during the warranty period, including but not limited to batteries, accumulators, hydraulic pumps and attachments such as grabs, rotators, pallet forks and operating materials such as oils, greases, filter cartridges, air filters;
- Operation with hydraulic pressures/ flow/ temperature higher than specified on the specifications indicated on datasheet and/or the User Manual; or an excessive, comparing to the one recommended by Hyva, oil flow from the pump; or circumstances where the safety systems have been deactivated or have not been actively functioning,;
- Where corrosion of unpainted parts occurs;
- Damages as a result of corrosion happening due to rough cleaning (i.e. usage of high pressure rinsing or aggressive agents such as salt or cement), or in the context of marine use;
- Primer paint coating;
- Damage due to the use of inappropriate oil (inappropriate oil type or inappropriate oil viscosity);

- Where unauthorized modifications have been performed;
  - Where maintenance or repair is performed by a non-authorized Hyva Service Partner;
  - Damage caused by other forces beyond Hyva control;
  - Products or their parts of components which are not purchased through the legitimate Hyva distribution channels.
9. The warranty is not transferable.
10. The Extended Warranty is subject to the normal use of the crane (i.e. maximum 8 hours per day, 5 days per week). A running time of the crane of 1.000 hours per year is regarded as average for the purposes of the Extended Warranty. The Extended Warranty shall not apply if these normal use conditions are exceeded. In such event, the standard warranty of twelve (12) months from the date of first use as described in paragraph II 4.

### III. OWNER'S RESPONSIBILITIES

1. Owner is responsible for properly operating and servicing the Product and the vehicle on which the Product is installed in accordance with the instructions described in the Hyva Cranes User Manual.
2. In order to get the warranty service under the Hyva Extended Warranty, in addition to the requirements listed elsewhere in these Extended Warranty Conditions the owner may be asked to provide the receipts of all mandatory maintenance jobs carried out in accordance to the Hyva Cranes User Manual.
3. It is the responsibility of the owner to deliver the crane at Hyva Service Partner premises whenever the mandatory maintenance job needs to be performed.
4. Damages suffered during transport shall not be covered via this warranty procedure. If they occur, the owner shall contact the seller of the Hyva Product for handling.

### IV. WARRANTY PROCEDURE

1. In order to receive warranty service under this Extended Warranty the owner must take the Product to a Hyva Service Partner during normal service hours.
2. While a Hyva Service Partner will perform warranty service which is covered by this Extended Warranty, Hyva recommends that you return to the Hyva Dealer where you purchased your vehicle/Product because of their continued personal interest in you.