

Genie Limited Warranty

A TEREX COMPANY

Genie Industries, Inc. warrants this product to be free from defects in material and workmanship from the date the product is originally invoiced to the purchaser or from the date the new product is first put into service, whichever comes first. Warranty coverage periods are as follows:

Structural elements

Aerial lifts 5 years
Towed products 1 year
All other models and service parts 1 year

Self-propelled booms, scissor lifts and telehandlers only

Hydraulic componentry (except below) 3 years
O-rings, seals, hoses and brakes 1 year

GENIE GIVES NO WARRANTY WHATSOEVER FOR THE PARTS, EQUIPMENT OR EXCHANGE COMPONENTS DESCRIBED BELOW, EXCEPT AS TO TITLE, BUT ASSIGNS WHATEVER WARRANTY IT RECEIVES FROM THE MANUFACTURER AND/OR SUPPLIER WHO IS THE SOLE SOURCE OF ANY WARRANTY RECOVERY.

Components include:

Engines	Transmissions	Generator / Gensets
Tires	Batteries	Axles

Items specifically not covered under warranty include:

Lamps	Lenses	Filters
Utility trailer deck	Shop supplies	

GENIE will repair or replace, at its option, the defective material or workmanship at its factory or authorized service center. Buyer shall be responsible for all freight charges incurred in sending the product to an authorized service center or to Genie for repair and in returning it to Buyer. Repairs, damage or defects resulting from the following are specifically excluded from coverage under this warranty: chemical, abrasive or accidental damage; misuse or abuse; inadequate or improper maintenance; unauthorized alterations or repairs; and normal wear and tear.

THE FOREGOING REMEDY IS EXCLUSIVE, AND BY ACCEPTING DELIVERY OF THIS PRODUCT, BUYER AGREES THAT GENIE SHALL HAVE NO OTHER WARRANTY, OBLIGATION, OR LIABILITY TO BUYER WITH RESPECT TO ANY NONCONFORMANCE OR DEFECT IN THE PRODUCT, INSTRUCTIONS, OR ANY OTHER THING DELIVERED HEREUNDER; THAT GENIE SPECIFICALLY EXCLUDES ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, USAGE OR TRADE; AND THAT GENIE HAS NO OBLIGATION OR LIABILITY, AND THAT THE BUYER HAS NO RIGHT, CLAIM OR REMEDY IN TORT, WHETHER OR NOT ARISING FROM THE NEGLIGENCE OF GENIE (WHETHER ACTIVE, PASSIVE OR IMPUTED) OR FOR LOSS OF OR DAMAGE TO ANY GENIE PRODUCT.

UNDER NO CIRCUMSTANCE SHALL GENIE HAVE ANY OBLIGATION OR LIABILITY, WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE, FOR LOSS OF USE, REVENUE, OR PROFIT WITH RESPECT TO ANY NONCONFORMANCE OR DEFECT IN ANY GENIE PRODUCT, INSTRUCTION, OR OTHER THING DELIVERED HEREUNDER OR FOR ANY DIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES. THE MAXIMUM LIABILITY OF GENIE UNDER THIS WARRANTY SHALL BE THE AMOUNT PAID TO GENIE FOR THE PRODUCT.

Qualification for warranty coverage hereunder is absolutely conditioned upon:

- (1) Genie's receipt of completed product warranty registration within ten (10) days from sale or from placement into service, whichever comes first;
- (2) Notice to Genie of any claimed defect, or personal injury or property damage arising from a possible defect, within forty eight (48) hours of discovery or occurrence; and
- (3) Immediate access being provided to Genie for the inspection of the product before alteration, of the premises and of all applicable records.

This warranty supersedes all other warranties, stated or published.

All warranty claims are subject to approval by Genie's warranty department. Genie Industries reserves the right to limit or adjust claims with regard to defective parts, labor or travel miles and time based on Genie warranty guidelines.

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Printed in U.S.A. 10-05-06
Part No. 82355

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