

NORTH AMERICAN BASIC VEHICLE WARRANTY COVERAGE

T2 MODEL TERMINAL TRACTOR

KALMAR SOLUTIONS LLC, Kalmar Terminal Tractors (hereafter KALMAR) warrants to the original owner that each new T2 model KALMAR Terminal Tractor will be free from defects in material or workmanship under normal use and service for a period of 2 years or six thousand (6,000) hours, whichever occurs first, from commencement of service. The vehicle warranty covers both labor and parts.

In addition, KALMAR warrants, to the original owner and in only the original approved application, that each new KALMAR Terminal Tractor mainframe will be free from defects in material or workmanship for a period of seven (7) years or twenty five thousand (25,000) hours. This mainframe warranty applies if, and only if: a) the tractor is being used by the original owner; b) the failure cannot be attributed to lack of routine maintenance; c) the tractor has not been involved in an accident; d) the tractor is being used in the original KALMAR Terminal Tractor approved application; e) the tractor has not been used in an application where the requirements of which are greater than the specification published at the time of manufacture; f) the tractor frame has not been modified by welding on, cutting into or drilling into the original structure.

The repair or replacement of defective parts or workmanship under the terms of this warranty will be made by KALMAR or a KALMAR Terminal Tractor authorized Parts and Service Dealer, without charge for parts or labor, if the defect occurs within the warranty period and if the returned parts are judged by KALMAR to be faulty or defective. All defects must be reported as soon as possible, but in no case later than fourteen (14) days after the owner first discovered such a defect or ought to have discovered the defect. If the owner fails to give notice of such a defect within fourteen days, the owner will lose its rights in respect of the defect. Any reported defect, shall be inspected and confirmed by technical personnel from an authorized Dealer or KALMAR. KALMAR will not honor invoices for parts purchased from outside sources, unless written authorization is first given by the KALMAR Terminal Tractor Product Support department. Further, KALMAR will not honor invoices for labor charges, unless the rate per hour charged and the number of hours involved are first authorized by KALMAR.

The obligation of KALMAR under this warranty is limited solely and exclusively to repairing or replacing, as KALMAR may elect any part or parts which, upon examination, are determined by KALMAR or the supplier of the part to be defective in material and/or workmanship. Parts used to repair a Warrantable Failure may be new parts, approved remanufactured parts, or repaired parts. KALMAR is not responsible for failures resulting from the use of parts not approved by KALMAR. A new or approved remanufactured part used to repair a Warrantable Failure assumes the identity of the part it has replaced and is entitled to the remaining warranty coverage, if any.

LIMITATION OF LIABILITY

IN NO CASE SHALL KALMAR BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT TORT, OR ANY OTHER LEGAL THEORY. SUCH DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, LOSS OF INCOME OR LOSS OF PROFITS, LOSS OF SAVINGS OR REVENUE, LOSS OF USE OF THE TRUCK OR ANY ASSOCIATED EQUIPMENT, COST OF CAPITAL, COST OF ANY SUBSTITUTE TRUCK, EQUIPMENT, CARGO, LOSS OR DAMAGE TO PERSONAL CONTENT, COMMUNICATION EXPENSES, LODGING AND/OR MEAL EXPENSE, FINES, APPLICABLE TAXES, ATTORNEY FEES, LOSS OF FACILITIES OR SERVICES, DOWNTIME, THE CLAIMS OF THIRD PARTIES INCLUDING CUSTOMERS, AND DAMAGE TO THIRD PARTY PROPERTY. KALMAR SHALL NOT BE LIABLE FOR ANY DAMAGE TO PROPERTY CAUSED BY THE EQUIPMENT AFTER IT HAS

BEEN DELIVERED AND WHILST IT IS IN THE POSSESSION OF THE OWNER. IF KALMAR INCURS LIABILITY TOWARDS ANY THIRD PARTY FOR ANY DAMAGES, THE OWNER SHALL INDEMNIFY, DEFEND AND HOLD KALMAR HARMLESS. IN NO EVENT SHALL THE LIABILITY OF KALMAR FOR ANY DAMAGES EXCEED THE VALUE OF THE EQUIPMENT WHICH CAUSED THE LIABILITY.

What is Not Covered in this Warranty

Excluded from this warranty are engines, engine after treatment systems, transmissions, seats, tires and batteries. These components have warranties covered by their respective manufacturers.

The provisions of this warranty do not apply to the prime product or any component part thereof which has been subject to misuse or damaged through negligence or accident or has been repaired or altered by anyone other than KALMAR or a KALMAR Terminal Tractor authorized dealer. Further excluded are such parts as filters, belts, brake linings, incandescent lights, breakers, and lubricants which are considered normal maintenance service replacements.

KALMAR does not warrant the following:

- Damage caused by use of the truck for purposes other than those for which it was designed;
- Damage caused by use of the truck in applications other than those approved at point of sale;
- Damage caused by accident or the negligence of the Purchaser or any third party;
- Damage caused by disasters such as fire, flood, wind, lightning, acid rain, or industrial fallout;
- Damage caused by the Purchaser's failure to provide normal preventive maintenance as customarily accepted in the industry or as set forth in maintenance guidelines;
- Damage caused by normal wear and tear;
- Filters, belts, brake linings, bushings, bulbs, fuses, breakers, wiper blades, or other parts which are a part of normal maintenance replacement. This list is offered as an example only and shall not be construed as all inclusive;
- Damage caused by unauthorized or improper installation of attachments, repairs, modifications, or alterations;
- Damage caused by replacement of original parts or components with unauthorized substitutes;
- Damage during shipment;
- Damage caused by any abuse or misuse by the Purchaser or Operator;
- Damage caused by abrasion or external foreign objects;
- Towing, Rentals, Travel Expenses or Loss of Revenue;
- Damage caused by exposure to contaminants, corrosives, salt, chemicals, irradiation, Environmental or atmospheric conditions;
- Damage resulting from dissimilar metal contact corrosion, or crevice corrosion;
- Damage caused by adhesive decals, vinyl wraps, or other non-factory graphics installations.
- Any export documentation fees, preparation costs or special packaging requirements.

ACCESS TO INFORMATION: The user must allow KALMAR or a KALMAR Authorized Representative, full access to all data stored in all Electronic Control Modules; failure to do so may result in the loss of warranty coverage.

EQUIPMENT CONNECTIVITY: Kalmar, or a third party designated by Kalmar, shall have the right, notwithstanding any other terms or conditions of this Agreement, to install remote diagnostic tools into the equipment and gather and store equipment related data during and after the term of this Agreement including but not limited to information concerning efficiency, availability, condition and downtime of the equipment. Such information may be used for optimizing the equipment or related services as well as for Kalmar's internal business purposes. Kalmar shall be responsible for complying with applicable laws and regulations.

WARRANTY REGISTRATION: Warranty Registration is required to activate coverage on new Products. Upon receipt of a KALMAR Terminal Tractor, It is the obligation of the purchaser to complete

the Warranty Registration form and return it to KALMAR within 30 days after receipt of the tractor. In absence of the Warranty registration, the Product ship date from KALMAR will be used as a proxy for the start of the warranty period

THIS WARRANTY IS A LIMITED WARRANTY AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE WHATSOEVER. No employee of KALMAR or any other party is authorized to make any warranty in addition to or in lieu of those made in this agreement.

KALMAR reserves the right, at any time, to make changes in the design, material, and/or specification of this product, or accessories thereof, without thereby becoming liable to make similar changes in such equipment or accessories previously manufactured.

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North American Basic Vehicle Warranty Coverage T2 Model Terminal Tractor

VEHICLE COVERAGE:

TWO YEARS OR 6000 HOURS, WHICHEVER OCCURS FIRST

MAJOR COMPONENT COVERAGE:

ENGINE:

CUMMINS:

INDUSTRIAL - TWO YEARS, 2000 HOURS (NO HOUR LIMIT FOR FIRST YEAR).
TOWING ONE YEAR, AT CUMMINS DISCRETION.
(SEE CUMMINS BULLETIN 3381321 FOR COMPLETE DESCRIPTION OF
US/CANADA INDUSTRIAL WARRANTY)

ON-HIGHWAY -THREE YEARS, UNLIMITED HOURS. NO TOWING.
(SEE CUMMINS BULLETIN 5410624 FOR COMPLETE DESCRIPTION OF
US/CANADA AUTOMOTIVE WARRANTY)

TRANSMISSION:

ALLISON:

IF USING ALLISON APPROVED PETROLEUM BASED ATF - TWO
YEARS, UNLIMITED HOURS
IF USING AN APPROVED TES-295 OR TES-668 FLUID - THREE YEARS,
UNLIMITED HOURS
TOWING IS COVERED IN EITHER CASE

AXLES:

KALMAR:

DISTRIBUTION MODEL - 5 YEARS OR 10,000 HOURS, WHICHEVER OCCURS FIRST,
EXCLUDING SEALS, BUSHINGS, BEARINGS AND BRAKE
SPIDER ASSY WHICH HAVE THE STANDARD 2 YEAR OR
6000 HOUR WARRANTY.

ALL OTHER MODELS - TWO YEARS OR 6000 HOURS. NO TOWING

MERITOR:

MOR32 MODEL - TWO YEARS, 8000 HOURS – PARTS ONLY AFTER ONE YEAR OR
4000 HOURS.
NO TOWING

ALL OTHER MODELS - ONE YEAR, UNLIMITED HOURS – PARTS ONLY. NO TOWING.
LABOR WILL BE COVERED UNDER KALMAR BASIC VEHICLE
WARRANTY FOR TWO YEARS OR 6000 HOURS, WHICHEVER
OCCURS FIRST.

THE INFORMATION PRESENTED ABOVE IS A SUMMARY ONLY. SPECIFIC INFORMATION CAN BE
FOUND IN THE APPLICABLE WARRANTY POLICY.
ALL WARRANTIES ARE SUBJECT TO CHANGE WITHOUT NOTICE.

U.S. / CANADA EMISSION SYSTEM WARRANTY FOR ON-HIGHWAY VEHICLES

COVERED COMPONENTS

The components listed below are covered for five years or 100,000 miles whichever occurs first, by the emission control warranty when caused by defects in Kalmar material or workmanship in normal use and service. Other failures of these systems are not covered by the emissions warranty.

- **Air Handling System and Associated Plumbing**
 - Ambient Air Temperature Sensor
 - Charge Air Cooler
 - Charge Air Cooler plumbing, e.g. hose, pipe, clamps etc.
- **Cooling System**
 - Coolant Level Sensor
- **Engine Electronic Components**
 - Electrical Harnesses providing battery power and electronic control signals to engine and emissions control/vehicle OBD components including datalinks
- **Exhaust System (prior to After-treatment)**
 - Exhaust gas piping from turbocharger out to the last after-treatment device
- **Fuel System**
 - Fuel supply and return hoses to and from engine
- **Exhaust After-treatment**
 - Urea level sensor
 - Urea Tank and lines
 - Urea Tank/line heating elements
 - Urea temperature sensors
 - Tank Heater Coolant Control Valve
 - Line Heater Control Relay
- **Vehicle Electronic Components**
 - Accelerator Pedal Position Sensor
 - Malfunction Indicator Lamp, WTS, DEF Lamp
 - OBD Connector

U.S / CANADA EMISSION SYSTEM WARRANTY FOR OFF-HIGHWAY VEHICLES

COVERED COMPONENTS:

The components listed below are covered for five years or 3000 hours whichever occurs first, by the emission control warranty when caused by defects in Kalmar material or workmanship in normal use and service. Other failures of these systems are not covered by the emissions warranty.

- **Air Handling System and Associated Plumbing**
 - Ambient Air Temperature Sensor
 - Charge Air Cooler
 - Charge Air Cooler plumbing, e.g. hose, pipe, clamps etc.
- **Cooling System**
 - Coolant Level Sensor
- **Engine Electronic Components**
 - Electrical Harnesses providing battery power and electronic control signals to engine and emissions control/vehicle
 - OBD components including datalinks
- **Exhaust System (prior to After-treatment)**
 - Exhaust gas piping from turbocharger out to the last after-treatment device
- **Fuel System**
 - Fuel supply and return hoses to and from engine
- **Exhaust Aftertreatment**
 - Urea level sensor
 - Urea Tank and lines
 - Urea Tank/line heating elements
 - Urea temperature sensors
 - Tank Heater Coolant Control Valve
 - Line Heater Control Relay
- **Vehicle Electronic Components**
 - Accelerator Pedal Position Sensor
 - Malfunction Indicator Lamp, WTS, DEF Lamp
 - OBD Connector

CARB EMISSION SYSTEM WARRANTY FOR ON-HIGHWAY VEHICLES (ONLY APPLICABLE FOR VEHICLES REGISTERED IN CARB STATES)

COVERED COMPONENTS

In addition to the other limited warranties contained herein, for T2 model KALMAR Terminal Tractors registered in CARB states, KALMAR warrants the components and systems specifically listed below will be free from defects in material or workmanship in normal use and service for five years or 150,000 miles, whichever occurs first. Other failures of these systems are not covered by the emissions warranty.

- **Air Handling System and Associated Plumbing**
 - Ambient Air Temperature Sensor
 - Charge Air Cooler
 - Charge Air Cooler plumbing, e.g. hose, pipe, clamps etc.
- **Cooling System**
 - Coolant Level Sensor
 - Fan Clutch
- **Engine Electronic Components**
 - Electrical Harnesses providing battery power and electronic control signals to engine and emissions control/vehicle OBD components including datalinks
- **Exhaust System (prior to Aftertreatment)**
 - Exhaust gas piping from turbocharger out to the last aftertreatment device
- **Fuel System**
 - Fuel supply and return hoses to and from engine
- **Exhaust Aftertreatment**
 - Urea level sensor
 - Urea Quality sensor
 - Urea Tank and lines
 - Urea Tank/line heating elements
 - Urea temperature sensors
 - Tank Heater Coolant Control Valve
 - Line Heater Control Relay
- **Vehicle Electronic Components**
 - Accelerator Pedal Position Sensor
 - Malfunction Indicator Lamp, WTS, DEF Lamp
 - OBD Connector
 - On Board Diagnostic (OBD) Malfunction Indicator Lamp (MIL)
- **OEM Component**
 - Can only be included if a defect in materials or workmanship causes the OBD MIL to illuminate, but if lack of proper maintenance of the component causes the OBD MIL to illuminate then this doesn't apply.