



RICO NEW LIFT-TRUCK WARRANTY

BPR/RICO Manufacturing, Inc. ("RICO") warrants its new lift trucks from date of factory shipment (electric, combustion engine, and explosion proof) to be free from defects in material or workmanship based on the following schedule:

- Twelve (12) month or 2000 hours parts warranty (fork to counterweight) on the entire vehicle.
- Six (6) month labor parts replacement warranty

RICO agrees only to repair or replace at its own expense, F.O.B. Medina, Ohio, any part or parts of the product found to be defective in material or workmanship, provided RICO is notified of such defect or defects within the applicable warranty period and given a reasonable time to correct the defect. Rico will only pay for a period of 6 months labor to repair or replacement of defective components on a reasonable flat rate labor payout set by Rico. In no case shall any warranty extend to defects in materials, components, or services furnished by third parties. Operating the product beyond the published rated capacity or the improper use or application of any products shall void this warranty. If any repairs or alterations are made by anyone other than an entity authorized by RICO or with parts other than authorized by RICO, customer shall pay for such repairs or parts without recourse against RICO, and RICO shall be relieved of responsibility for fulfillment of this warranty with respect to such repairs, alterations, or replacements so made. RICO's obligations under this warranty shall at all times be subject to its then current warranty procedures. Certain components such as tires, and batteries, which may be a part of the product are not manufactured or warranted by RICO. Any applicable warranty for such components is provided through the original manufacturer.

The Following Items are Not Covered by this Warranty:

1. Normal maintenance services and parts or supplies used therein including, without limitation, engine tune-up, brake and linkage adjustment, lubrication services, tightening and adjusting such as bolts, screws, hoses, fittings, etc., replacement of fuses, bulbs, filters, tune-up parts, all fluids, brake or clutch linings, glass; motor brushes, contact tips; shop supplies such as rags, oil dry, hand soaps, degreasers, cleaning solutions including brake clean, etc.; and adjustments which are a part of the required or recommended pre-delivery inspection and periodic inspections .
2. Leaks due to o-ring failures and fittings after 500 hundred (500) hours of operation.
3. Any product in which any of the recommended periodic inspections or services have not been made.
4. Overtime, meals, travel expenses, travel time pay or mileage reimbursement.

Under no circumstances shall RICO be liable for any consequential or special damages which any person or entity may incur or claim to incur as a result of any defect in the product or in any correction or alteration thereof made or furnished by RICO or others. "Consequential" or "special damage" includes, but is not limited to costs of transportation, rental replacements, lost sales, lost orders, lost profits, lost income, increased over head, labor and material costs, and cost of manufacturing variances and operational inefficiencies. RICO's maximum liability under this warranty shall be the purchase price paid to RICO with respect to the product to which such warranty is claimed.

This warranty constitutes RICO's entire and exclusive warranty as to the product and is the sole and exclusive remedy for product defects in material and workmanship. RICO does not assume (and has not authorized any other person to assume on its behalf) any other warranty or liability in connection with any product covered by this warranty. RICO EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES OF ANY KIND WHATSOEVER AS TO THE PRODUCT FURNISHED HEREUNDER, INCLUDING BUT NOT LIMITED TO ANY EXPRESS WARRANTIES, EXCEPT FOR THE EXCLUSIVE WARRANTY PROVIDED HEREIN, OR IMPLIED WARRANTIES AS TO MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE.

RICO has no obligation to provide warranty or support services until RICO has received full payment for the product purchased. Warranty labor is based on Rico's reasonable flat rates.

This warranty shall be void, if, upon the occurrence of any incident involving any product made by RICO and resulting in any personal injury or property damage, customer shall fail to notify RICO within 48 hours of such occurrence or permit RICO and its representatives to have immediate access to such product and all records of or within the control of customer relating to the product and occurrence.