

Limited Warranty Statement

Stellar Industries, Inc. (Stellar) warrants products designed and manufactured by Stellar to be free from defects in material and workmanship under proper use and maintenance. Products must be installed and operated in accordance with Stellar's written instructions and capacities. This warranty shall cover the following Stellar products:

Cranes, Hooklift Hoists, Cable Hoists, Container Carriers, and Service Trucks:

5 Year Warranty

Five (5) years from in-service date recorded by Stellar, not to extend beyond six (6) years from date of manufacture.

Stellar manufactured crane structures

Includes the crane base, mast, and boom sections.

Stellar manufactured service body sub-structures

Includes cross members and main sills.

Rust-through on Stellar® TMAX™ Service Bodies

Rust Through is defined as a hole in the metal caused by corrosion. Excluded is corrosion caused by external caustics, including but not limited to improper cleaning material, road salt and other chemicals left on the body for extended periods of time.

3 Year Warranty

Three (3) years from in-service date recorded by Stellar, not to extend beyond four (4) years from date of manufacture.

Stellar manufactured structural parts

Includes original and replacement parts manufactured by Stellar Industries.

Paint coverage on Stellar manufactured parts

Stellar guarantees that paint will not fail in terms of adhesion, blistering or unreasonable loss of color or gloss for a 3-year period. Excluded is damage such as chips, dents, scratches, and corrosion due to caustic chemicals and dirt build-up. Regular cleaning and maintenance of the product to remove external factors is expected to keep this warranty in force.

1 Year Warranty

One (1) year from in-service date recorded by Stellar, not to extend beyond two (2) years from date of manufacture.

Parts

Includes purchased parts installed by Stellar Industries.

Repair Labor

Includes labor on Stellar workmanship.

Tarper Systems:

1 Year Warranty

One (1) year from in-service date recorded by Stellar, not to extend beyond two (2) years from date of manufacture.

Tarper Parts

Includes purchased and manufactured tarper parts installed by Stellar Industries.

3 Month Warranty

Three (3) months from in-service date recorded by Stellar, not to extend beyond fifteen (15) months from date of manufacture.

Tarper Repair Labor

Includes labor on Stellar workmanship.

Revision Date: September 2019 Document Number: 37040 The in-service date will be derived from the completed warranty registration card. In the event a warranty registration card is not received by Stellar, the factory ship date will be used.

Stellar's obligation under this warranty is limited to, and the sole remedy for any such defect shall be, the repair and/or replacement (at Stellar's option) of the unaltered part and/or component in question. Stellar after sales service personnel must be notified by telephone, fax, or letter of any warranty applicable damage within fourteen (14) days of its occurrence. If at all possible, Stellar will ship the replacement part within 24-hours of notification by the most economical, yet expedient, means possible. Expedited freight delivery will be at the expense of the owner.

Warranty claims must be submitted and shall be processed in accordance with Stellar's established warranty claim procedure. Stellar after-sales service personnel must be contacted prior to any warranty claim. A return materials authorization (RMA) account number must be issued to the claiming party prior to the return of any warranty parts. Parts returned without prior authorization will not be recognized for warranty consideration. All damaged parts must be returned to Stellar freight prepaid; freight collect returns will be refused. Freight reimbursement of returned parts will be considered as part of the warranty claim.

Warranty service will be performed by any Stellar new equipment distributor, or by any Stellar-recognized service center authorized to service the type of product involved, or by the Stellar factory in the event of a direct sale. At the time of requesting warranty service, the owner must present evidence of date of delivery of the product. The owner shall be obligated to pay for any overtime labor requested of the servicing company by the owner, any field service call charges, and any towing and/or transportation charges associated with moving the equipment to the designated repair/service provider.

All obligations of Stellar and its authorized dealers and service providers shall be voided if someone other than an authorized Stellar dealer provides other than routine maintenance service without prior written approval from Stellar. In the case repair work is performed on a Stellar-manufactured product, original Stellar parts must be used to keep the warranty in force. The warranty may also be voided if the product is modified or altered in any way not approved, in writing, by Stellar.

The owner/operator is responsible for furnishing proof of the date of original purchase of the Stellar product in question. Warranty registration is the ultimate responsibility of the owner and may be accomplished by the completion and return of the Stellar product registration card provided with the product. If the owner is not sure of registration, he is encouraged to contact Stellar at the address below to confirm registration of the product in question. This warranty covers only defective material and workmanship. It does not cover depreciation or damage caused by normal wear and tear, accident, mishap, untrained operators, or improper or unintended use. The owner has the obligation of performing routine care and maintenance duties as stated in Stellar's written instructions, recommendations, and specifications. Any damage resulting from owner/operator failure to perform such duties shall void the coverage of this warranty. The owner will pay the cost of labor and supplies associated with routine maintenance.

The only remedies the owner has in connection with the breach or performance of any warranty on the Stellar product specified are those set above. In no event will Stellar, the Stellar distributor/dealer, or any company affiliated with Stellar be liable for business interruptions, costs of delay, or for any special, indirect, incidental, or consequential costs or damages. Such costs may include, but are not limited to, loss of time, loss of revenue, loss of use, wages, salaries, commissions, lodging, meals, towing, hydraulic fluid, or any other incidental cost.

All products purchased by Stellar from outside vendors shall be covered by the warranty offered by that respective manufacturer only. Stellar does not participate in, or obligate itself to, any such warranty.

Stellar reserves the right to make changes in design or improvement upon its products without imposing upon itself the same upon its products theretofore manufactured.

This warranty will apply to all Stellar Cranes, Stellar Hooklift Hoists, Stellar Cable Hoists, Stellar Container Carriers, Stellar Service Trucks, and Stellar Tarper Systems shipped from Stellar's factory after February 1st, 2015. The warranty is for the use of the original owner only and is not transferable without prior written permission from Stellar.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. REMEDIES UNDER THIS WARRANTY ARE LIMITED TO THE PROVISION OF MATERIAL AND SERVICES, AS SPECIFIED HEREIN. STELLAR INDUSTRIES, INC. IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

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