PRODUCT WARRANTY AGREEMENT

Sunward Intelligent Equipment Co.,Ltd. （hereinafter SUNWARD） and SUNWARD authorized distributors are responsible for the machine maintenance during the warranty period. During the warranty period, any defective machine due to SUNWARD manufacturing or material failure will be repaired as soon as possible by SUNWARD Distributor, and SUNWARD will provide free of charge spare-parts to perform the repair. SUNWARD will not cover all components which are not specified in the “Product Warranty agreement”.

SUNWARD will not cover all other economic consequences, and all other losses resulting from equipment failures.

The Products covered by this Agreement are:

SUNWARD skid steers and tracked loaders

1. Warranty period

Provided that the skid steers and tracked loaders has been operated strictly by the customer according to the “Operation Manual”, the standard warranty period of the product will be 60 months or 5000 working hours, whichever comes first.

The warranty is effective from the date of machine start-up by the Distributor at the end customer's premises, or as soon as it becomes part of the Distributor's rental stock.

In all cases, the Warranty is limited to 66 months following the shipping date from SUNWARD to the Dealer. The Dealer may therefore keep the machine in stock for a maximum of 6 months.

If a machine is sold more than 6 months after the shipping date from SUNWARD, the coverage of the remaining manufacturer's Warranty decreases in proportion. The provision of a full standard Warranty to an end customer is therefore the responsibility of the selling Dealer.

The warranty period of each type of components is given in the following chart:

Warranty period for each Component Item

No	Family	Description	Warranty period	Remark
1	Structure parts	Boom, Chassis, Counterweight	60 months or 5000 working hours	Chassis, boom are guaranteed for 30 months or 2500 working hours while working with hydraulic hammers
2	Key parts	Cabin, Oil cooler, Radiator, Rubs	36 months or 3000 working hours	Warranty does not include the normal wear, just fabrication default
3	Engine	Engine （Exclude injection system) EGR Valve, Ad-Blue pump, Oil pump, Water pump, Turbo, Engine block, Pistons, Crankshaft, Camshaft, Connecting rods….	36 months or 3000 working hours	Maintenance parts only from Sunward.

4	Hydraulic parts	- Hydraulic motors, Reducer (without friction plate), Pumps, MCV, Pilot valves, Safety valves, Section valves detailed, Joysticks (hydraulic part), Cylinders, Steel pipes	36 months or 3000 working hours	Maintenance parts only from Sunward - Warranty does not include the normal wear, just fabrication default
5	Undercarriage parts	Chain wheel assembly, axel assembly,track rollers, idlers, carrier rollers, sprockets, steel tracks, track tensioner and valves	18 months or 1500 working hours	Warranty does not include the normal wear, just fabrication default
6	Usual parts	Bucket, Lock, Cabin door, Cover, Bonnets, Seat, Gas springs, Fuel tank, Oil tank, Ad-blue tank, Steel Brackets, Control box, Cable	18 months or 1500 working hours	
7	Rubber parts	Tyres, Rubber tracks, Hydraulic hoses, Silent blocks	12 months or 1000 working hours	Warranty does not include the normal wear, just fabrication default
8	Electrical parts	Battery, Relay, Solenoid, Start switch, Switches, Fuel Suction Pump, Electric Control Box, Controller, Display, Sensors, Speaker, Radio, Engine ECU, Engine starter & alternator **Air cooling system:** Compressor**,** Pressure sensor**,** Sensors**,** Control Unit**,** Condenser, evaporator, and related parts	12 months or 1000 working hours	
9	Attachments	Quick coupler, Buckets, Breaker, sorting Grapple, Auger	12 months or 1000 working hours	Warranty does not include the normal wear, just fabrication default
10	Wear parts	Engine injection systems, DPF, DOC, Cigarette lighter, Lamp, Fuse, Pins & bush, Glass, Filters, Belts, O-rings, Gaskets&Seals, Bucket teeth, Side teeth, Cabin decoration parts, Vice-water tanks, Washers, Wipers & Blades, Mirrors, Brake pads & discs, Mat floor …	No warranty	

11	Consumables	Lubricants, cooling waters, Ad-Blue, Coolant, A/C gas,	No warranty	

2. Warranty scope

2.1 For a SUNWARD product in warranty period, SUNWARD or its authorized distributors will be responsible for supplying free of charge spare-parts or repairing work for machine with operation fault due to manufacturing or material failure.

2.2 Warranty scope

2.2.1 SUNWARD shall refuse to replace some components if the product can be repaired without necessary change of components.

2.2.2 The spare-parts will be under warranty, with the same warranty coverage as the machine components.

2.2.3 SUNWARD will charge the cost of spare-parts for warranty claims which are not accepted : products out of warranty period, and all other claims refused for any other reason like misuse of the products.

2.4 The SUNWARD Distributors or its authorized sub-distributors need to use a reasonable time for the necessary trouble shooting by the defective machine under warranty, according to the official “Warranty repair times” provided by SUNWARD

3. Limited warranty terms

The warranty does not cover failures in all the following cases :

3.1 Components which are not the real components of the products (fraudulent behavior on warranty spare parts).

3.2 Parts malfunction caused by misuse or abuse, or improper storage and transportation. Operation and maintenance not according to the "Operation Manual".

3.3 Use of any spare-parts which are not authorized by SUNWARD.

3.4 Repair, modification or fitting of some Attachments without authorization of SUNWARD, which would affect the performance, stability or reliability of the products

3.5 Some slight malfunction which will not affect the performance, stability and reliability.

3.6 Non-achievement of the obligatory Periodic Maintenances recommended by SUNWARD official list, such as : change all filters, cleaning engine and radiator, replacement of spare-parts, use of lubricants, debugging of break systems, etc…

3.7 Damages or defects caused by a third party, accident, natural calamity or force majeure.

4. Applicability & Procedure

4.1 Reception of new products

The Distributor undertakes to perform a visual inspection of the products as soon as it has been unloaded.

The Distributor undertakes to indicate on the "CMR" (shipping document) any defect found that is likely to be due to transportation (bodywork knocks, broken parts such as rear-view mirrors, windows, etc.)

In the event of a defect, SUNWARD reserves the right to reject any warranty claim if the Distributor has not noted it on the "CMR".

4.2 Declaration of machine start-up

The declaration of machine start-up is mandatory whenever the machines have been delivered by the Distributor to an end Customer, or if they have become part of the Distributor 's rental stock.

This declaration of start-up must be made through the SUNWARD official form.

4.3 Warranty claims procedure

The claim should be sent to SUNWARD through the official form, no later than 30 calendar days after the service call, in accordance with the Sunward warranty procedures.

During each service call, the Distributor undertakes to back up his warranty claims with photos, which must indicate:

The location of the machine service call, the context in which it is used
The entire machine
The identification plate of the machine
The elapsed time meter
The component concerned before removal

The serial number plate for this component (if available)
The component with the visible fault (if available)

In the event of a warranty claim sent without a photo, SUNWARD reserves the right to refuse the claim.

In the event of acceptance of the claim, the defective parts must remain with the Distributor and be available to SUNWARD for 6 months from the date the warranty came into effect.

During these 6 months, and only at SUNWARD request, the parts requested should be shipped to SUNWARD or to one of its suppliers within 5 working days. The return shipping costs should be billed to SUNWARD.

At the end of this 6 months period, the parts can be scrapped by the Dealer.

5. Special instructions

5.1 From the day SUNWARD discovers that the Distributor is not using SUNWARD genuine parts for maintenance, SUNWARD will reserve the right to terminate this agreement. As a result, warranty will not be applied anymore on the machine.

5.2 SUNWARD will not accept any demands of returning or changing of the machine. In case of complicated problem to fix by the Distribution, SUNWARD commits to support the Distributor to fix the problems at the Distributor’s premises.

5.3 If the product fault is caused by defects in materials or manufacturing, the dealer must send a warranty claim to SUNWARD within 30 days. After this 30-day period, SUNWARD reserves the right to reject the warranty claim