

MAGICART WARRANTY POLICY

NEW MACHINE FROM MAGICART

1. This limited warranty applies only to new and unused equipment or Product(s) purchased from Magicart Cranes Co. or its authorized distributors or agency, by the original end user. The limited warranty shall not be transferred, conveyed, assigned or in any other manner extended to another party, including, but not limited to parent corporations, subsidiaries, successors, employees, agents, principals, partners, creditors, beneficiaries or assignees.

2. Magicart Cranes Co. warrants each new Product purchased from Magicart Cranes Co., Inc. to be free from defects in material and workmanship under normal use and service for a period of twenty-four (24) months from the date of start-up on factory delivery report, 2,000 hours of operation, or twenty-seven (27) months from factory completion (build) date, whichever occurs first (Warranty Period), provided that the Magicart Cranes Co., Delivery Report and Operator Training Verification forms have been completed and are received by Magicart Cranes Co. prior to the occurrence of an event giving rise to a valid Warranty Claim, as set forth hereunder (Limited Warranty).

3. Magicart Cranes Co. further warrants that each new structural steel member (Steel Member(s)) that comprises the Product(s) to be free from defects in material and workmanship under normal use and service for a period of thirty-six (36) months from the date of start-up on factory delivery report, 4,000 hours of operation, or thirty-nine (39) months from factory completion (build) date, whichever occurs first (Steel Member Warranty Period), provided that the Magicart Cranes Co. Delivery Report and Operator Training Verification forms have been completed and are received by Magicart Cranes Co. prior to the occurrence of an event giving rise to a valid Warranty Claim, as set forth hereunder (Limited Warranty). Steel Member(s) include columns, top beam, upper side beams, lower side beams and wheel frames as noted in the machine parts manual for the Product(s). The Limited Warranty for Steel Member(s) does not include items of failure caused by unit overload conditions or by rust, corrosion, neglect, misuse, abuse or any steel member or part that may have been altered or repaired in any manner not previously authorized by Magicart Cranes Co.

4. To exercise this Limited Warranty, Magicart Cranes Co. must receive written notice of a warranty claim (Warranty Claim) within the Warranty Period or Steel Member Warranty Period, sent to Magicart Cranes Co. at the following address: 1523 Gongyuanguoji, Hongqi District, Xinxing, Henan of China. The Product(s) or Steel Member(s) subject to the Warranty Claim must be made available to Magicart Cranes Co. at any place and time as designated by Magicart Cranes Co. for inspection. For a Warranty Claim to be valid, Magicart Cranes Co. must determine, in its sole discretion, that the Product(s) or Steel Member(s) subject to the Warranty Claim were defective in material or workmanship in the manufacturing process. If Magicart Cranes Co. determines the Warranty Claim is valid, Magicart Cranes Co. shall repair or replace with new or remanufactured parts or Steel Members, the defective Product(s) or Steel Member(s) within a reasonable time. This limited warranty is expressly limited to repair or replacement of the product(s) or steel member(s) not covered by another manufacturer's warranty. See paragraph 5 below. The transportation of any such repaired or replaced Product(s) or Steel Member(s) will be provided FCA Origin. If requested by Magicart Cranes Co., all replaced Product(s) or Steel Member(s) may be required to be returned, freight prepaid by original end user, to a facility designated by Magicart Cranes Co.

5. For purposes of this Limited Warranty, the term Product(s) or Steel Member(s) shall not include any Wear Parts, including fluids, filters, belts, normal maintenance service, parts used in normal maintenance service, and other consumable or wear parts and items. This Limited Warranty shall not be applicable to Wear Parts in any manner. Items or component parts of the Magicart Cranes Co. Product(s) or Steel Member(s) covered by the warranty of another manufacturer, including but not limited to, motor, pump, gearbox, cable, wire rope, limiter, hook, controller, wheel, tires, batteries, engines and accessories, are expressly excluded from this Limited Warranty.

6. This Limited Warranty shall be the only warranty, express or implied, for the Product(s) and Steel Member(s). Magicart Cranes Co. Hereby Disclaims any express warranty not provided herein and any statutory or implied warranty, guarantee or presentation as to the suitability of the product (s) or steel member (s) for any particular purpose, performance, quality and absence of hidden defects, which but for this provision, might arise by implication, operation of law, statute, custom of trade or course of dealing, including implied warranties of merchantability and fitness for a particular purpose. Except as provided herein, Magicart Cranes Co. Makes no warranty, express, implied or statutory, as to the description, quality, merchantability, completeness, or fitness for any purpose of the product(s) or steel member(s), all of which are hereby excluded and disclaimed. The product(s) and steel member(s) are sold on an "as is" and "as available" basis.

7. Magicart Cranes Co.'s liability, if any, in connection with the sale of Product(s) and Steel Member(s) is express limited to the repair or replacement of defective Product(s) or Steel Member(s). All other damages, indirect, direct or consequential, special, exemplary, or punitive, including reasonable attorney's fees, arising under statute, through negligence or otherwise, are hereby expressly disclaimed and not made part of this Limited Warranty.

8. This Limited Warranty applies only to new and unused Product(s) and Steel Member(s), which after shipment from Magicart Cranes Co. have not been altered, changed, repaired, or damaged by improper use, accident, other casualty or negligence, or by operation beyond rated capacity. No warranty of any kind, statutory, implied, or otherwise, relating to merchantability, fitness for a particular purpose or other qualities shall apply to trade accessories, attachments, tools, or other Product or Steel Member implements not manufactured by Magicart Cranes Co. No attempt to repair, or promise to repair, or improve the Product(s) or Steel Member(s) covered by this Limited Warranty by any representative of Magicart Cranes Co. shall waive any consideration of the contract or change or extend this Limited Warranty in any manner whatsoever. The inspections, maintenance schedule, and operation procedures as outlined in the Magicart Cranes Co. Operations manual must be followed and documented by the end user or the limited warranty provided herein will be voided.

* Inspection & Repair

During warrantee period, Magicart Cranes Co. grant to Buyer, free of charges, one visit of two our technicians in site for crane inspection. Visit will be agreed in accordance with buyer necessities.

*Free Maintenance after warranty expiry

Magicart Cranes Co. supplies free maintenance services for our equipment after warranty period expiry, the related transportation charges and others shall be on buyer's responsibility, and the engineers not more than two with a services period 5 work days max freely. This service has a validity period of 24 months after warranty expiry.

* Quick service

On the customer's request, whatever reasons (such as accident or natural disaster) causes machine working downtime, Magicart Cranes Co. will supply the fastest express or shipment services and send technician (in accordance with buy's necessities) to help customer to restart equipment. The related charges can be prepaid by Magicart Cranes Co. the buyer's shall complete the payment within a period 30 days maximum started from the date of service request. This service has a validity period of 36 months against lading date for new machine from Magicart Cranes Co.



Promote Client's Business. . .



Oct 25, 2021