



Basic Vehicle Warranty Coverage – USA and Canada Electric T2E Model Terminal Tractor

KALMAR SOLUTIONS LLC, Kalmar Terminal Tractors (hereafter KALMAR) warrants to the original owner that each new T2E model KALMAR Terminal Tractor will be free from defects in material or workmanship under normal use and service for a maximum period of 3 years or six thousand five hundred (6,500) hours, whichever occurs first, provided that it shall always expire forty two (42) months from the shipment of the product, from KALMAR. 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. 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.

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.

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.

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 axles, fifth wheel assemblies, seats, tires and batteries. These components have warranties covered by their respective manufacturers.

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 Product registration, the Product ship date from KALMAR will be used as a proxy for the start of the warranty period

Kalmar Solutions LLC - Kalmar Terminal Tractors
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Ottawa, Kansas 66067 USA
785 242 2200



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VEHICLE COVERAGE:

THREE YEARS OR 6500 HOURS, WHICHEVER OCCURS FIRST

MAJOR COMPONENT COVERAGE:

ELECTRIC POWER SYSTEMS AND BATTERY SYSTEM:

TRANSPower:

ELECTRIC VEHICLE POWER SYSTEMS - THREE YEARS OR 6500 HOURS

BATTERY CAPACITY COVERAGE - THE HIGH VOLTAGE BATTERY IS WARRANTED TO CHARGE AND DISCHARGE NORMALLY AND HAVE A REMAINING CAPACITY OF 65% OR GREATER BY THE END OF FIVE (5) YEARS OR 15,000 HOURS, WHICHEVER COMES FIRST FOR THE ORIGINAL APPROVED WORKLOAD APPLICATION.. THE REPLACEMENT OF BATTERY DURING THE WARRANTY PERIOD WILL FALL UNDER THE FOLLOWING CONDITIONS: IN ADDITION TO THE BATTERY COVERAGE FOR DEFECTS IN MATERIALS OR WORKMANSHIP, THE BATTERY IS ALSO WARRANTED AGAINST CAPACITY LOSS BELOW 65% BATTERY CAPACITY. THIS WARRANTY COVERS ANY REPAIRS NEEDED TO RETURN BATTERY CAPACITY TO 65% LEVEL OR GREATER FOR THE REMAINING WARRANTY COVERAGE PERIOD. IF POSSIBLE, THE BATTERY COMPONENTS WILL BE REPAIRED OR REPLACED, AND THE ORIGINAL LITHIUM-ION BATTERY WILL BE RETURNED TO THE VEHICLE. IF NECESSARY, THE BATTERY WILL BE REPLACED WITH A NEW, REMANUFACTURED OR FACTORY RECONDITIONED BATTERY. ANY REPAIR OR REPLACEMENT MADE UNDER THIS BATTERY CAPACITY COVERAGE MAY NOT RETURN YOUR BATTERY TO AN "AS NEW" CONDITION WITH ALL 100% BATTERY CAPACITY, BUT IT WILL PROVIDE THE VEHICLE WITH A CAPACITY LEVEL TO ACHIEVE 65% OR GREATER CAPACITY FOR THE REMAINING WARRANTY PERIOD.

THIS WARRANTY DOES NOT COVER DAMAGE OR FAILURES RESULTING FROM OR CAUSED BY:

- EXPOSING A VEHICLE TO AMBIENT TEMPERATURES ABOVE 120F (49C) FOR OVER 24 HOURS
- STORING A VEHICLE IN TEMPERATURES BELOW -13F (-25C) FOR OVER SEVEN DAYS
- LEAVING YOUR VEHICLE FOR OVER 14 DAYS WHERE THE BATTERY REACHES A

ZERO OR NEAR ZERO STATE OF CHARGE

- PHYSICALLY DAMAGING THE BATTERY OR INTENTIONALLY ATTEMPTING TO REDUCE THE LIFE OF THE BATTERY
- EXPOSING THE BATTERY TO CONTACT WITH A DIRECT FLAME
- IMMERSING ANY PORTION OF THE BATTERY IN WATER OR FLUIDS
- OPENING THE BATTERY ENCLOSURE OR HAVING IT SERVICED BY SOMEONE OTHER THAN A KALMAR OR KALMAR CERTIFIED REPRESENTATIVE
- NEGLECTING TO FOLLOW CORRECT CHARGING PROCEDURES
- USE OF INCOMPATIBLE CHARGING DEVICES
- CONSEQUENTIAL DAMAGE CAUSED BY THE FAILURE TO REPAIR AN EXISTING PROBLEM
- GRADUAL CAPACITY LOSS: THE HIGH VOLTAGE BATTERY, LIKE ALL BATTERIES, WILL EXPERIENCE GRADUAL CAPACITY LOSS WITH TIME AND USE. LOSS OF BATTERY CAPACITY DUE TO OR RESULTING FROM GRADUAL CAPACITY LOSS IS NOT COVERED UNDER THIS WARRANTY BEYOND THE TERMS AND LIMITS SPECIFIED IN THE BATTERY CAPACITY COVERAGE ABOVE.

REAR AXLE:

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

KALMAR: TWO YEARS, 4000 HOURS. PARTS ONLY.
NO TOWING.

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.