

SINOBOOM LIMITED WARRANTY CERTIFICATE

SINOBOOM NORTH AMERICA LLC. ("SINOBOOM") warrants its new products made by it to be free from defects in material or workmanship under normal use and service from the warranty start date on which new products are invoiced to the original buyer ("Buyer") or, if Buyer is a distributor and resells such products to a customer:

Twenty four (24) months for parts & labor

Five (5) years for the structural elements

SINOBOOM receives written notice of the defect within thirty (30) days of its discovery, SINOBOOM agrees only to repair or replace at its own expense, F.O.B. the place or places of US stockyard, any part or parts of the product found to be defective in material or workmanship, provided SINOBOOM is notified of such defect or defects within the applicable warranty period and given a reasonable time to correct the defect.

SINOBOOM's obligation and liability under this warranty is expressly limited to, at SINOBOOM's sole option, repairing or replacing, with new or remanufactured parts or components. In no case shall any warranty extend to defects in materials, components, or services furnished by third parties. Defects caused by operation beyond rated capacity or the improper use or application of any products shall not be considered defects within the scope of this warranty.

Accessories, assemblies and components included in SINOBOOM's equipment, which are not manufactured by SINOBOOM or one of SINOBOOM's affiliates, are subject to the warranty of their respective manufacturers. Normal maintenance, adjustments, or maintenance/wear parts are not covered by this warranty and are the sole maintenance responsibility of Buyer.

No employee or representative of SINOBOOM is authorized to modify this warranty unless such modification is made in writing and signed by an authorized officer of SINOBOOM. SINOBOOM's warranty is continuous for the stated periods, and "stopping and restarting" such periods is not permitted.

SINOBOOM's obligation under this warranty shall not include duty, taxes, environmental fees, including without limitation, disposal or handling of tires, batteries, petrochemical items, or any other charges whatsoever. SINOBOOM shall not be liable for indirect, incidental, or consequential damages, even if advised of the possibility of such damages.

Improper maintenance, improper use, abuse, improper storage, operation beyond rated capacity, operation after discovery of defective or worn parts, accident, sabotage, SINOBOOM reserves the right to inspect the installation of the equipment and review maintenance procedures to determine if the failure is covered under this warranty.

ITEMS NOT COVERED BY WARRANTY

The following listed items, which are not exhaustive, are **NOT** covered under this warranty:

1. Inbound freight, duty and taxes for replacement components or outbound freight, duty, and taxes for any part requested as a warranty return.
2. Components which are not manufactured by SINOBOOM or its affiliates. Such components may include, but are not limited to, engines, batteries, tires, customer-supplied products.
3. Damage caused by carrier handling. Any such claim for damage should be filed immediately with the respective carrier.
4. Damage resulting to the equipment or parts should the owner or operator continue to operate the equipment after it has been noted that a failure has occurred.

This warranty constitutes SINOBOOM's entire and exclusive warranty as to the product and is the sole and exclusive remedy for product defects in material and workmanship. SINOBOOM 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. SINOBOOM 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.

This warranty shall be void, if, upon the occurrence of any incident involving any product made by SINOBOOM and resulting in any personal injury or property damage, customer shall fail to notify SINOBOOM within 48 hours of such occurrence or permit SINOBOOM 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.

SINOBOOM further warrants that each unit is designed, built and equipped to meet United States Environmental Protection Agency ("EPA") and, where applicable, California Air Resources Board ("CARB") emissions requirements in effect on the date of manufacture. SINOBOOM further warrants that the unit is free from defects in material and workmanship that might prevent the unit from meeting applicable EPA and CARB requirements. Policy holders may obtain such emissions warranty service at no cost, including parts, labor and diagnostic services, for their equipment from an authorized SINOBOOM Servicer or any authorized servicer of the Engine OEM. Please also note that this Emissions Control System Warranty is required by EPA, and in certain equipment applications, by CARB, and is a distinct and additional warranty from the general commercial warranty described herein that SINOBOOM and its engine suppliers provide to customers who purchase SINOBOOM equipment and associated engines. Please refer to the "SINOBOOM Emissions Warranty Guidelines", available for download at www.SINOBOOM.com, for additional details specific to your machine. End users may also perform their own repairs of emissions-related components, although the cost of labor and diagnostic services provided by other than an authorized SINOBOOM servicer or OEM are outside the scope of this warranty and will not be paid for by SINOBOOM free of charge. _____