



## EKKO LPG Forklift Warranty

Effective 01/19/23

Name of Warrantor; Statement of Warranty EKKO Material Handling Equipment Mfg., Inc, located at 1761 W. Holt Ave., Pomona, CA. 91768 ("Warrantor"), warrants that the product described in this warranty ("Product") is free from defects in workmanship and materials for a period specified.

- A. The Warranty period will automatically start on all units in a dealer/distributor's stock inventory that have not been sold to an end user after three (3) months from the date of shipment. Otherwise, the warranty begins upon the day of shipment to the end user. Upon sale to the end user the dealer must fill out the Warranty Registration Form and provide Proof of Sale, BOL, POD and any other supporting documentation.
- B. For three (3) years or 6,000 hours of operation, whichever comes first, EKKO will provide parts for the drive train.
- C. For two (2) years or 4,000 hours of operation, whichever comes first, EKKO will cover Unit Parts.
- D. 30- day manufacturer's warranty on battery and wearable items such as: tires, bulbs, lights, etc. Excluding normal wear and/or abuse.
- E. Labor fee must be applied for in advance. Labor fees can be applied for within six (6) months and/or 1,000 operating hours whichever comes first. Upon prior approval of labor fee, we may cover up to 60% of the original labor cost.
- F. 1.5 hours is allowed for travel time. Transportation is excluded from the warranty.
- G. When required, parts will need to be returned within thirty (30) days for inspection, or you will be subject to charge for parts provided.
- H. **When the warranty claims are done, EKKO will not provide a check to you, dealers will receive a credit invoice, the amount on the credit invoice can be used towards your next purchase.**

**\*WARRANTOR RESERVES THE RIGHT OF FINAL DETERMINATION OF WARRANTY COMPLIANCE. FOR PROMPT WARRANTY SERVICE, PLEASE CONTACT YOUR AUTHORIZED DEALER\***

# Delivery and Warranty Claim Procedures

**\*Upon delivery you must notate any damage found on the POD (proof of delivery) and take pictures of damage, then notify warrantor as soon as possible so freight claims can be submitted. Failure to notate the damage can and will result in the freight claim being **denied**.**

1. In the event of a defect, malfunction, or other failure of the product under circumstances that do not render this warranty void, the warrantor will remedy the failure or defect by shipping replacement parts upon receipt and approval of a properly submitted claim under this agreement. The Dealer is responsible for contacting EKKO for instructions on how to proceed with a warranty claim. Failure to do so may negate the warranty.

## **A completed claims submission is:**

- a. A completed claim form emailed to [Support@ekkolifts.com](mailto:Support@ekkolifts.com)
  - b. A picture of the name/data plate.
  - c. Pictures and/or video proving the unit is broken and defective. More pictures to better analyze the issue may be requested before a final answer is given.
  - d. Explain the failure in as much detail as possible and justify it as a warranty.
  - e. Incomplete failure explanations, and/or missing/incomplete forms may result in the claim getting denied and returned to the dealer for more information/resubmission and may delay the warranty process.
  - f. Warranty claim will not begin until all necessary documentation of the failure is received.
2. If the dealer places a purchase order for parts in lieu of a warranty claim, we will be unable to amend the purchase order to warranty.
  3. The dealer is responsible for all shipping and handling fees both inbound and outbound. No equipment shall be returned **without** an approved Return Authorization Number.
  4. Certain defective parts must be returned for examination and approval prior to shipment of replacement parts. Items such as electrical controls and drive wheel assemblies must not be opened or altered without prior approval. 5. The dealer must notify EKKO within 30 days of incorrect or missing/defective parts, if more than 30 days **no consideration will be given**.
  6. Any labor fee incurred within the warranty period shall be applied for and approved by EKKO in advance, otherwise, the warranty will not cover any labor fees.

## **➤ Exclusions and Limitations-**

- This warranty relates to the condition of the industrial truck at the time of the manufacturer and does not cover parts or service required as a result of:
- a. Normal wear and tear or required maintenance, including but not limited to: adjustments or replacement of components subject to wear and tear, such as brakes, tires, belts hoses, load wheels, caster wheels and assemblies, bulbs, filters, motor brushes, contact tips, spark plugs and lubrication grease and oils.
  - b. Abuse, including but not limited to: neglect, improper operation, misapplication, induced contamination, overloading, accident and alterations or modifications not approved in writing by EKKO.
  - c. Lack of maintenance, including but not limited to: failure to inspect and maintain in accordance with EKKO's maintenance schedules, improper repair, use of parts not approved by EKKO, cracked engine heads and blocks unless caused by the failure of an internally lubricated part or repair of engine valves, rings or guides.
  - d. Damage caused during freight.
  - e. Customer preference adjustments, including but not limited to: software updates, truck performance, additions or adjustments.

f. If the serial number on the unit is defaced or missing.

THIS LIMITED WARRANTY IS THE EXCLUSIVE WARRANTY PROVIDED BY EKKO. EKKO MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AND ALL OTHER WARRANTIES ARE SPECIFICALLY EXCLUDED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR PARTICULAR OR SPECIAL PURPOSE. EKKO SHALL UNDER NO CIRCUMSTANCES BE LIABLE FOR SPECIAL EXEMPLARTY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHETHER THE CLAIM ARISES IN CONTRACT, TORT, FOR NEGLIGENCE OR OTHERWISE. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION CONTAINED HEREIN.

EKKO'S SOLE LIABILITY SHALL BE DISCHARGED BY REPLACING OR REPAIRING ANY PART OR PARTS WHICH ARE DEFECTIVE UNDER NORMAL AND PROPER USE, WIHTIN THE EFFECTIVE PERIOD OF THE WARRANTY, IF SHOWN TO BE DEFECTIVE BY A PROPERLY SUBMITTED CLAIM.



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