

Dear Customer,
Thank you for purchasing a CTE aerial work platform!
We hope that this platform will make your work safer and easier.



WARRANTY CERTIFICATE

GENERAL WARRANTY CONDITIONS

1. Foreword

The equipment produced by CTE SpA complies with Directive 2006/42/EC and Italian Legislative Decree no. 17 of 27 January 2010. The equipment is delivered to the Purchaser with an EC Declaration of Conformity, a Use and Maintenance Manual, a spare parts catalogue (if supplied), a maintenance logbook and a warranty certificate (mod. 217/02). The manufacturer's maintenance schedule must be complied with in order to prevent risks in the workplace. The Purchaser should carefully read the use and maintenance manual of his machine. Preventive maintenance and therefore timely and effective maintenance will drastically reduce the risk of workplace accidents and costly downtime.

2. Warranty description

CTE SpA guarantees that the equipment is suitable for its intended use. The equipment is sold by CTE SpA with this standard warranty for a period of one year from delivery. In the event of defects or faults that make the equipment unsuitable for use, and within the limits of art. 9, CTE SpA undertakes to carry out, free of charge, any necessary interventions and repairs to bring the equipment back to working condition. Any coverage other than and in addition to that indicated in the clauses of these conditions are expressly excluded. Settings and calibrations carried out by CTE SpA without obligation and only for commercial reasons are not covered by the warranty and cannot be considered as interventions covered by the warranty.

3. Duration of warranty for products manufactured by CTE SpA

The CTE warranty is valid for one year from the date of delivery to the Purchaser. The date of commencement of the warranty is the date indicated on the "Declaration of acceptance of delivery" (form 218/02), duly completed and signed, which will be sent to CTE SpA by the reseller/dealer, or by the Purchaser himself.

4. Equipment delivery

The equipment has been checked to make sure that it operates correctly (especially the safety devices) by the reseller/dealer. At the time of delivery, the reseller/dealer has provided the Purchaser with instructions on how to use the equipment, on the applicable statutory regulations and on how and how often the equipment has to be serviced so that it is serviced regularly. The reseller/dealer has delivered the equipment to the Purchaser together with an EC Declaration of Conformity, a Use and Maintenance Manual, a spare parts catalogue (if supplied), a maintenance logbook and a warranty certificate (mod. 217/02).

5. Obligations of the Purchaser

In order to use the equipment correctly and safely, the Purchaser must comply with the provisions and instructions indicated in the Use and Maintenance Manual, as well as with the Maintenance Plan and statutory provisions. Moreover, the Purchaser must exclusively use the CTE S.p.A. Authorised Service Centres, indicated in the Use and Maintenance Manual and which are continuously updated on the CTE S.p.A. website. The Authorised Service Centre will record the maintenance carried out in the Maintenance Logbook and enter them on a dedicated CTE portal.

6. Complaints regarding non-conformities / defects

Complaints regarding non-conformities / defects found by the Purchaser must be received in writing within and not later than 8 days from discovery, under penalty of forfeiture and within the warranty period.

7. Repairs under warranty

The warranty entitles you to free repairs to be carried out at CTE facilities or at authorised service centres. Any part repaired or replaced under warranty will remain covered for the remaining warranty period of the product. CTE SpA, at its sole discretion, reserves the right to repair or replace any part of an assembly, or a defective component (by way of example but not limited to: cylinder, control panel etc.). Requests for the replacement of complete assemblies that are repairable by the Authorized Service Centre or CTE, by the replacement or repair of defective components in the assembly, will therefore be refused.

8. Loss of right to warranty - termination / invalidation of warranty

The Purchaser will void the warranty and the warranty shall be considered terminated and invalid if:

- 8.1. the Maintenance Plan is not implemented and followed according to the Use and Maintenance Manual and according to the law;
- 8.2. the purchaser uses maintenance services other than CTE SpA Authorised Service Centres;
- 8.3. if parts (including wear parts) are inserted, installed or otherwise used in the equipment that do not comply with CTE SpA specifications;
- 8.4. the user continues to use the machine once it has been ascertained that there is a fault.

9. Warranty Exclusions

The warranty does not cover:

- 9.1. damage due to improper, incorrect, negligent or irresponsible use; failure to follow the operating instructions and indications for the equipment given in the Use and Maintenance Manual;
- 9.2. damage due to incorrect or inadequate maintenance carried out by unauthorized personnel or using non-original spare parts;
- 9.3. damage due to failure to carry out the Maintenance Plan in accordance with the Use and Maintenance Manual and according to the law;
- 9.4. damage resulting from improper or inadequate maintenance, unauthorized repairs, additions or modifications;
- 9.5. damage resulting from the use of chemical or abrasive products;
- 9.6. damage / faults/ defects resulting from normal wear and tear;
- 9.7. damage / faults / defects resulting from incorrect set-up (for platforms sold in kit form);
- 9.8. parts subject to wear and tear.
Vehicles, electric motors and internal combustion engines are covered by the warranty of their respective manufacturers, whom the customer should contact directly.

The purchaser is responsible for the following:

9.9. the costs for electrical, mechanical or hydraulic calibrations or adjustments (by way of example but not limited to: load cell calibration, speed/ramp calibration, relief valve adjustment, adjustment of the extension skids etc.);

9.10. the cost of consumables, routine maintenance services and parts subject to wear and tear (for example, but not limited to fluids, filters, seals, clutches, cables, belts, batteries, skids, tyres, chains, external coatings, lamps, lenses etc.);

9.11. for interventions carried out at the Purchaser's premises, the hours of travel, transfer and mileage expenses according to the current tables applied by local Authorised Service Centre or at CTE SpA.

The warranty does not entitle you to reimbursement or compensation for any transport costs, downtime and/or rental of replacement machines. Travel time, transfer and mileage expenses for interventions carried out by the Authorized Service Centre at the Purchaser's premises, as well as the transport of the machine to the Authorized Service Centre, will be charged to the Purchaser. Accessories and components that are part of the equipment, but not produced by CTE, will be subject to the warranty of their respective manufacturers (by way of example but not limited to combustion engines, compressors). The paintwork is covered by warranty for two years and is excluded from extensions.

RESELLER / DEALER DETAILS

Company name

Address

Town

Postcode

Prov.

email

EQUIPMENT DATA (provided by CTE SpA)

Make

Factory No.

Model

Delivery date

This document is NOT valid without the stamp and signature of the CTE representative

CTE Stamp and Signature

PRODUCT MAINTENANCE

Our technical assistance network guarantees a suitable and reliable scheduled maintenance and repair service in compliance with the manufacturer's specifications.

CTE SPA - USEFUL CONTACTS

Telephone

After-sales service CTE SpA
CTE SpA (switchboard)

+39 0464/711200

+39 0464/485050

Email

CTE SpA Assistance Service
CTE SpA Spare Parts Service

assistenza@ctelift.com

parts@ctelift.com

CTE Warranty Extension

This after-sales warranty service "CTE Warranty Extension" allows the Owner of a CTE Aerial Platform (hereinafter MEWP) indicated in the warranty activation form to receive the repair of faults, of an electrical and/or mechanical nature, that may arise due to accidental, unforeseeable and fortuitous breakage of one or more organs or components among those guaranteed. The "CTE Warranty Extension" warranty service is recognised and valid, exclusively, at the CTE S.p.A. Authorised Service Centres (hereinafter ASC). MG GARANTIE GmbH (hereinafter MG) shall bear all the costs of the repair service related to the repair of faults covered by the aforementioned warranty, within the limits described in clause 6.0. below, in compliance with all general conditions and, in any case, with effect from point 13 of this document.

General Terms and Conditions

1. Purpose of the "CTE Warranty Extension"

1.1 This warranty service regards the management and provision, on behalf of CTE, of services related to the repair and/or replacement of guaranteed organs and/or components, exclusively in cases where they need such work for reasons attributable to accidental, unforeseeable and fortuitous breakage of the same.

2. Guaranteed faults

2.1 The faults guaranteed by this warranty service, are and shall remain all those resulting from the accidental, unforeseeable and fortuitous breakage of one or more of the following parts or components:

Devices	Organs and components guaranteed by the agreement
Electronic control units	EC control unit, ERGON control unit, Master control unit,
Controls	Membrane keyboard, Joystick, Basket control panel, Radio control kit
Electric	Sensors (limit switch, inductive, proximity, angular, gyroscope, magnetic), Encoder, Electric Pump
Thermal engine	All of the internal components
Electric engine	All of the internal components
Gear motor, hydraulic motor	All of the internal components

2.2 The labour hours paid to the ASC are those provided for by the manufacturer's time schedule.

2.3 For the interventions, travel costs shall be paid to the ASC, within the limit of € 30.00 for each hour of travel, for a maximum of 4 hours, round trip included, taking the shortest route as the reference point, from the headquarters of the service centre to the location of the machine, indicated by Google Maps (point valid only in Europe).

3. Activation and validity of the "CTE Warranty Extension"

3.1 For it to be valid, it is "mandatory" for the warranty service to be activated by the same CTE, together with the delivery of the MEWP, using the online activation methods agreed and available in the reserved area accessible at the internet address www.mg-garantie.it

4. Repair authorisation request

4.1 It is compulsory for all repairs to be performed, provided they arise from unforeseeable and fortuitous accidental breakage, and in any case compatible with the general conditions of the warranty, to be authorised by MG; otherwise, the costs of repair shall be borne in full by the Owner of the MEWP.

4.2 The authorised CTE repairer who intervenes on site or where the MEWP to be repaired is to be found, must forward to MG, where possible, a detailed estimate readable on headed paper of the same, indicating the following data:

- General information of the Owner of the MEWP;
- MEWP Registration Number;
- Part number of spare parts to be replaced;
- Hours of direct labour required;

e) Operating hours, where possible, of the MEWP to be repaired. In any case, THE OWNER OF THE MEWP OR THE DEALER IN CHARGE MUST SUBMIT a communication concerning the fault, compulsorily, no later than 48 hours (Saturdays, Sundays and holidays excluded) from the occurrence of the fault, at the following address: **mg@mg-garantie.de**

4.2.1 In cases where it is not possible to draft a detailed estimate, authorisation to dismantle must be requested by e-mail. MG shall then issue authorisation only in writing.

4.3 The repair authorisation, as well as any refusal, shall be sent directly to the Repairer who has sent the estimate/request, with the same means and to the same addresses used by the latter.

4.4 Any intervention, even if only diagnostic, that has involved the dismantling of one or more parts, in the absence of prior written authorisation from MG, shall cancel any and all repair rights under the guaranteed MEWP.

4.5 The detachment and reattachment of panels, sound-absorbing protections and the like, mounted to cover the guaranteed organs or components which, in many cases, allows the Repairer to identify the fault and draft the relative estimate, is not considered to be an unauthorised intervention.

5. Response times and methods

5.1 Within the day following receipt of a legible request for intervention or estimate, MG shall send a written reply directly to the Repairer. The aforementioned reply may contain one of the following indications:

- authorisation for dismantling;
- repair approval;
- a communication that an inspector is about to go to the site;
- a refusal, motivated and in writing, to accept the request.

6. Repair limits

6.1 The limit of the guaranteed fault repair service shall be, during the life-cycle of the MEWP and with exclusive reference only to the cost of the parts to be replaced, proportionally adequate to the wear and tear associated with the use of the MEWP, that is, a deduction of use shall be applied (better known as "Higher Value Share") in reference to the past life-cycle of the MEWP: Repair limits in the 2nd year of the life-cycle of the MEWP: 0% of the cost of spare parts to be borne by the Owner Repair limits in the 3rd year of the life-cycle of the MEWP: 0% of the cost of spare parts to be borne by the Owner Repair limits in the 4th year of the life-cycle of the MEWP: 10% of the cost of spare parts to be borne by the Owner Repair limits in the 5th year of the life-cycle of the MEWP: 20% of the cost of spare parts to be borne by the Owner.

6.2 The highest value applied to the cost of the spare part, expressed as a percentage in the above sub-clause, shall be paid by the Owner of the MEWP directly to MG.

6.3 In any case, MG's maximum obligation for each individual repair intervention is set at **euro 3.500,00 (including VAT)**, with a ceiling, for the entire duration of the warranty service, never exceeding the commercial value of the guaranteed MEWP, relative to the day, month and year in which MG's intervention is requested.

7. Mandatory scheduled maintenance

7.1 The carrying out, under penalty of nullity of this warranty service, of all the scheduled maintenance of the guaranteed MEWP, respecting all of the periodic deadlines and indications pre-established by the CTE.

7.2 The maximum tolerance allowed for delays in maintenance interventions described in the above point, under penalty of nullity of this warranty service, are and shall remain: 10 days for time deadlines and 60 hours (operating hours) for those related to the actual use of the MEWP.

7.3 All maintenance activities carried out during the period of validity of this warranty shall be reported in detail on a suitable tax document (invoice) and sent to MG, by e-mail, to the address mg@mg-garantie.de, no later than 20 (twenty) days from the date of issuance of the invoice.

8. Grounds for exclusion

MG shall not provide the repair service in the following cases:

8.1 when the data shown in the activation form is altered or incorrect;

8.2 when the maintenance programme prescribed by CTE has not been complied with;

8.3 when the news of the fault reaches MG more than 48 hours after the event that generates the request for intervention (Saturdays, Sundays and holidays excluded);

8.4 when, at the time the fault occurred, the quantification of the damage was equal to or greater than the commercial value of the guaranteed MEWP;

8.5 when the faults regrading one or more parts or components is the result of the intake of liquids other than the specific fuel or when the same are present in the fuel (specific condition for platforms equipped with endothermic thrusters);

8.6 when the fault is caused by the use of alternative fuels and/or in any case not recognised as being suitable by the engine manufacturer (specific condition for platforms equipped with endothermic thrusters);

8.7 where the fault is attributable to negligence, inexperience and/or misuse of the MEWP;

8.8 when the fault is caused by the suction of solid bodies (specific condition for platforms equipped with endothermic thrusters);

8.9 when the fault is a direct and/or indirect consequence of a blow, collision, overturning, theft, attempted theft, fire (even partial) with or without flames, freezing or overload;

8.10 when the fault is caused by the installation, carried out with little skill or negligence, of one or more components referred to as an "accessory";

8.11 when the dismantling of one or more components, even for diagnostic purposes, or the repair work, has begun without any authorisation from the MG operations centre;

8.12 when the organs or components, of any kind, require repair or replacement due to normal wear and/or normal use/work of the MEWP;

8.13 when the fault and/or defect arises due to repair and/or maintenance work not in accordance with the requirements of ETG, or approximate and/or negligent;

8.14 when the grounding of the MEWP or the repairs to be carried out result from the failure of one or more organs or components not included in the warranty;

8.15 when the breakdown is a direct and/or indirect consequence of lack or insufficient lubrication resulting from unsuitability of the characteristics of the lubricant or insufficient quantity of the lubricant;

8.16 when the fault or malfunctioning is caused by scale, oxidation, freezing, filling, obstruction, oozing or soiling.

9. Exclusions

9.1 The following are and shall remain, in any case, excluded from the purpose of this warranty:

all components not expressly listed in the table referred to in clause 2, batteries, bushings, belts, gaskets, lamps, liquids, lubricants, small parts, O-rings, rubber parts, plastic parts and all those belonging to the category of so-called consumables.

9.2 All direct and/or indirect damages deriving from downtime of the machine and/or lack of use of the same are also excluded, as well as non-material damages, damage to persons, animals or property.

10. Obligations of the Owner

10.1 The Owner of the MEWP has the obligation to inform the Repairer of the procedures to be followed to formulate the warranty claim; procedures indicated in sub-clauses 4.2. and 4.2.1.

10.2 The Owner of the MEWP has the obligation to forward, by e-mail, no later than 20 (twenty) days from the date of issuance, a copy of the invoices relating to the servicing and/or maintenance as indicated in sub-clause 7.3.

11. Processing of personal data

MG GARANTIE GmbH with registered office in Kronstadter Strasse 4 – 81677 München, as data controller, wishes to inform the Owner of the MEWP, holder of this guarantee, that EU Reg. 679/2016 provides for the protection of persons and other parties, with regard to the processing of personal data. In full compliance with the aforementioned Legislative Decree, this treatment shall be based on principles of correctness, loyalty, transparency and protection of your privacy and your rights. Furthermore, your data shall be processed by MG GARANTIE GmbH with the aid of hard-copy and computerised means for the sole purposes concerning the management of services strictly related to the "CTE Warranty Extension" after-sales guarantee for accounting and tax purposes, anonymous market analysis and the fulfilment of legal obligations. The data may be communicated in Italy and/or abroad exclusively for the same purposes.

12. Definitions

MEWP: CTE Aerial Platform, overall platform consisting of structures, devices and motors, both endothermic and hydraulic, suitable for supporting, lifting and moving the platform.

Component: electrical or mechanical part that, assembled with others, forms a device/organ.

Failure: structural failure, accidental unforeseeable and accidental, of guaranteed organs or components, such as to make them non-functioning.

MG: MG GARANTIE GmbH; the Operations Centre that intervenes, in case of faults, and that authorises and takes charge of the service related to the repair of the fault.

Organ: device formed by a set of components.

Owner: the Legal Entity holding the Guaranteed MEWP.

In collaboration
with MG Garantie



Date:

Final customer signature
(legible):

CTE S.p.A.

Headquarter

Via Caproni 7
38068 Rovereto (TN) IT

Factory

Loc. Terramatta 5 - 37010 Rivoli Ver. (VR) IT
Via E. Fermi 2 - 37010 Affi (VR) IT

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