



EKKO LPG/Diesel Warranty

Revised
09/25/2024

Name of Warrantor; Statement of Warranty., EKKO Material Handling Equipment., Inc, located at 1761 W Holt Ave., Pomona, CA 91768 (“warrantor”), warrants that the product described in the warranty (“Product”) is free from defects in workmanship and materials for a period specified in section 4 of this agreement for the original purchaser of the product.

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

Liquid Petroleum Gas (LPG)/Diesel Forklifts

- A. Ekko Warranty begins as soon as the unit is purchased by the dealer. The warranty is non-transferable to a 3rd party service provider.
- B. For three (3) years or 6,000 hours of operation, whichever comes first, EKKO will fully cover frame, forks and mast.
- C. For two (2) years or 4,000 hours of operation, whichever comes first, EKKO will cover the engine.
- D. For one (1) year or 2,000 hours of operation, whichever comes first, EKKO will cover units' parts.
- E. A 30-day manufacturer's warranty applies to the battery and wearable items such as tires, bulbs, and lights, excluding normal wear and/or abuse.
- F. Labor fee must be approved in advance. Labor fees can be requested within six (6) months or 1,000 operating hours. Upon prior approval, EKKO may cover up to 60% of the original labor cost.
- G. 1.5 hours is allowed for travel time. Transportation costs are excluded from the warranty.
- H. When required, parts must be returned within thirty (30) days for inspection; failure to do so will result in charges for parts provided.
- I. Upon processing warranty claims, EKKO will not provide a check; dealers will receive a credit invoice, which can be used toward future purchases.

Warranty Claim Procedures

1. The EKKO warranty commences at the time the unit is purchased by the authorized dealer. This warranty is non-transferable and does not extend to third-party service providers.
2. In the event of a defect, malfunction, or failure of the product under circumstances that do not void this warranty, the Warrantor will remedy the issue by shipping replacement parts upon receipt and approval of a properly submitted claim. 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 includes:
 - a. A completed claim form emailed to Support@ekkolifts.com.
 - b. A picture of the name/data plate.
 - c. Pictures and/or video demonstrating the defect. Additional images may be requested for further analysis before a final determination is made.

- d. A detailed explanation of the failure, justifying it as a warranty claim.
- e. Incomplete explanations or missing forms may result in denial of the claim, requiring resubmission and potentially delaying the warranty process.
- f. Warranty claims will not begin until all necessary documentation is received.

3. If the dealer places a purchase order for parts in lieu of a warranty claim, the purchase order cannot be amended to reflect warranty status.

4. 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.

5. Certain defective parts must be returned for examination and approval prior to the shipment of replacement parts. Items such as electrical controls and drive wheel assemblies must not be opened or altered without prior approval.

6. The dealer must notify EKKO within 30 days of receiving incorrect or defective parts. Claims submitted after 30 days will not be considered.

7. Any labor fees incurred within the warranty period must be pre-approved by EKKO in advance; otherwise, the Warrantor will not cover these fees.

8. End-User Warranty Procedures

End-users seeking warranty service must contact the original authorized EKKO dealer from whom the product was purchased. To locate an authorized dealer, visit the warrantor's website at www.ekkolifts.com. If the end-user is dissatisfied with the service provided by the dealer, they may contact EKKO directly at 1761 W. Holt Avenue, Pomona, CA 91768, or call toll-free at 1-877-232-6517. Alternatively, inquiries can be sent via email to Info@ekkolifts.com.

9. State-Specific Legal Rights

This warranty provides you with specific legal rights. However, you may have additional rights which vary from state to state.

Exclusions and Limitations

This warranty pertains to the condition of the industrial truck at the time of manufacture and does not cover parts or services required as a result of:

- a. Normal Wear and Tear: Maintenance needs including but not limited to adjustments or replacement of components subject to wear, such as brakes, tires, belts, hoses, load wheels, caster wheels, bulbs, filters, motor brushes, contact tips, spark plugs, and lubricants.
- b. Abuse: This includes neglect, improper operation, misapplication, induced contamination, overloading, accidents, and alterations or modifications not approved in writing by EKKO.

c. Lack of Maintenance: Failure to inspect and maintain according to EKKO's maintenance schedules, improper repairs, use of unauthorized parts, and damages like cracked engine heads and blocks unless caused by a failure of an internally lubricated part or repair of engine valves, rings, or guides.

d. Damage During Freight: Any damage incurred during transportation must be reported as freight damage to the freight company and not as a warranty claim.

**Upon delivery, it is essential to document any damages found on the Proof of Delivery (POD) and take photographs of the damage. Notify the truck driver and contact EKKO as soon as possible to facilitate the submission of freight claims. FAILURE TO DOCUMENT DAMAGES ON THE POD WILL RESULT IN DENIAL OF THE FREIGHT CLAIM.*

e. Customer Preference Adjustments: Adjustments such as software updates, truck performance modifications, or other changes.

f. Defaced or Missing Serial Number: Warranty is void 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 OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR OR SPECIAL PURPOSE. EKKO SHALL NOT BE LIABLE FOR SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, REGARDLESS OF THE CLAIM'S ORIGIN—CONTRACT, TORT, 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 DEFECTIVE PART OR PARTS UNDER NORMAL AND PROPER USE WITHIN THE WARRANTY'S EFFECTIVE PERIOD, IF SHOWN TO BE DEFECTIVE BY A PROPERLY SUBMITTED CLAIM.



EKKO Material Handling Equipment

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