

AGENDA ITEM FOR ADMINISTRATIVE MEETING

() Discussion only

(X) Action

FROM (DEPT/ DIVISION): County Counsel

SUBJECT: Fair Forklift

Background: The County issued a Request for Proposals for the purchase of a used telehandler forklift. Three proposals were received:

Papé Rents – 2018 Genie - \$50,144.81
OCTANE Forklifts – 2025 Genie \$83,950
OCTANE Forklifts – 2024 JLG - \$84,950

The recommendation is to award the contract to the lowest proposer.

Requested Action: Approve notice of intent to award contract for purchase of used 2018 Genie forklift from Papé Rents in the amount of \$50,144.81

ATTACHMENTS: Proposals

Checkoffs:

() Dept. Head (copy)

() Budget (copy)

() Legal (copy)

To be notified of Meeting:

Scheduled for meeting on: May 7, 2025

Action taken:



Proposal of Forklift

Monday, April 7, 2025

Daniel Dorran
Board of Commissioners
216 S.E. Fourth Street
Pendleton, OR 97801
541-278-6201

Qty. (1) Used 2018 Genie GTH-5519 Telehandler
Open ROP
With approximately 1550 hours
Solid tires
Work lights
48" carriage
48" forks
 $\$49,950 + \text{Oregon CAT } (.39\%) \$194.80 = \$50,144.81$
To include current Annual Inspection and PM Service
To include 30-day Major Component Warranty
To include delivery to your location in Hermiston, Oregon
(See attached specs and Sales Order to proceed if approved for purchase, pending availability)

Please contact Jodi Hinsley to confirm availability of forklift and complete Sales Order to proceed with purchase and delivery of the forklift.

Please call or email with any questions and thank you for the opportunity.

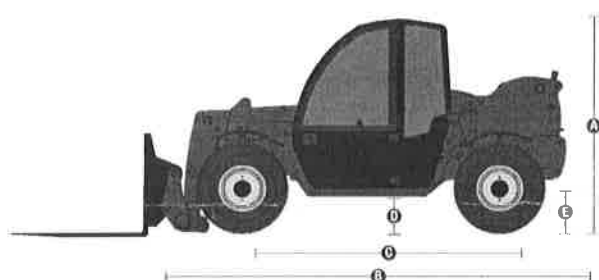
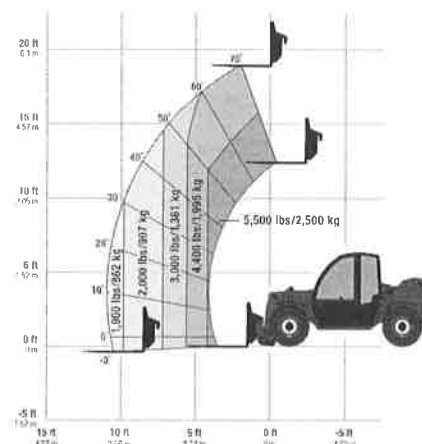
Jodi Hinsley
Pape' Material Handling
Territory Manager
509-440-4208
jhinsley@papemh.com

Genie® GTH™-5519

Specifications

| Models | GTH-5519 | |
|------------------------------------|---------------------|---------------------|
| Measurements | US | METRIC |
| Maximum lift height | 18 ft 10 in | 5.74 m |
| Maximum forward reach | 11 ft 3 in | 3.43 m |
| Reach at maximum height | 1 ft 10 in | 0.56 m |
| A Height, stowed | 6 ft 6 in | 1.98 m |
| B Length, stowed (without forks) | 12 ft 3 in | 3.73 m |
| Width | 5 ft 11 in | 1.80 m |
| C Wheelbase | 7 ft 6 in | 2.29 m |
| D Ground clearance, center | 1 ft 2 in | 0.36 m |
| E Ground clearance, axle | 10 in | 0.25 m |
| Fork cross section | 1.6×4 in | 40×100 mm |
| Productivity | | |
| Maximum lift capacity | 5,500 lb | 2,495 kg |
| Lift capacity at maximum height | 4,400 lb | 1,996 kg |
| Lift capacity at maximum reach | 1,900 lb | 862 kg |
| Drive speed | 15 mph | 24 km/h |
| Draw bar pull | 7,716 lb | 3,500 kg |
| Turning radius, outside (4WS) | 11 ft | 3.35 m |
| Auxiliary hydraulic flow | 17 gpm | 64 lpm |
| Auxiliary hydraulic pressure | 3,918 psi | 270 bar |
| Tires, standard size | 12×16.5 in, 10 ply | 0.30×0.42 m, 10 ply |
| Power | | |
| Power source | Deutz TCD 2.9 | Deutz TCD 2.9 |
| Electrical system voltage | 12V | |
| Alternator | 95 amp | |
| Battery | 720 CCA 0°F (-18°C) | |
| Hydraulic tank capacity | 18.5 gal | 70 L |
| Hydraulic system capacity (w/tank) | 31.7 gal | 120 L |
| Fuel tank capacity | 15.8 gal | 59.8 L |
| Weight | | |
| Weight ⁽¹⁾ | 10,360 lb | 4,700 kg |

Range of motion GTH-5519



(1) Weight will vary depending on options and/or country standards.
 (2) Load ratings vary depending on attachment.



SALES ORDER

Version 9/2020

REFERENCE NUMBER

| BILL TO | | | | SHIP TO | | | | | | | |
|---|------|---|-----------------------------------|--|--|--|-----------------------------------|------------------------------|-------------------------------|--|-----------------------------------|
| SIC Code _____ | | | | Company <u>Umatilla County Fair</u> | | | | | | | |
| Company/Contact Name <u>Umatilla County Fair</u> | | | | Contact Name <u>Steve Wallace</u> | | | | | | | |
| Address <u>P.O. Box 94</u> | | | | Address <u>1705 E. Airport Road</u> | | | | | | | |
| City <u>Hermiston</u> State <u>OR</u> Zip <u>97838</u> | | | | City <u>Hermiston</u> State <u>OR</u> Zip <u>97838</u> | | | | | | | |
| County <u>Umatilla</u> Customer No. <u>5361738</u> | | | | County <u>Umatilla</u> Ph. No. <u>541-314-0204</u> | | | | | | | |
| Ph. No. <u>541-567-6121</u> Fax No. _____ | | | | Delivery Date (Est.) _____ Customer No. <u>5361738</u> | | | | | | | |
| Email <u>stevewallace44@gmail.com</u> Cell No. <u>541-314-0204</u> | | | | P.O. NO. _____ | | | | | | | |
| EQUIPMENT | | MAKE <u>Genie</u> MODEL <u>TH5519</u> | | EQUIP. # <u>W18159R</u> | | TRANSACTION | | INVENTORY | | | |
| | | SER # <u>GTH55M-8560</u> | | | | SALE <input checked="" type="checkbox"/> | RPO <input type="checkbox"/> | NEW <input type="checkbox"/> | USED <input type="checkbox"/> | RENT <input checked="" type="checkbox"/> | |
| Description: | | Qty. (1) Used Genie 5519 Telehandler. With approximately 1500 hours. | | | | | | \$ 49,950.00 | | | |
| | | Open ROP, solid tires, work lights, 48" carriage, 48" forks. With current annual inspection and current PM service. | | | | | | | | | |
| Attachments: | | | | | | | | | | | |
| | | | | | | | | | | | |
| Del'y/F.O.B: | | To include delivery to customer location in Hermiston, Oregon | | | | | | | | | |
| TRADE | YEAR | N/A | SERIAL # | | | AGREED PRICE | | 49,950.00 | | | |
| | MAKE | | MODEL | | | If Tax Exempt, Provide Certificate or enter Rate Below | | | | | |
| Lienholder: | | | | | | Sales Tax (0.00%) | | 0.00 | | | |
| Trade-In Allowance ▶ | | Less (Est.) Payoff ▶ | | | | Total Price | | 49,950.00 | | | |
| PAYMENT | | <input type="checkbox"/> FINANCED <input checked="" type="checkbox"/> ON ACCOUNT <input type="checkbox"/> CASH/COD | | | | Net Trade-In | | < > | | | |
| | | | | | | OR CAT Recovery (0.39%) | | 194.80 | | | |
| | | | | | | Sales Tax (0.00%) ^{WA Only} | | 0.00 | | | |
| LEASE: MONTHS /MONTH HOURS/YEAR | | | | | | CA Tire Fee | | | | | |
| CONTRACT MAINTENANCE: /MONTH | | | | | | Balance Due | | 50,144.81 | | | |
| TELEMETRY: /MONTH | | | | | | Down Payment | | < > | | | |
| | | | | | | Lease Doc Fees | | | | | |
| | | | | | | Amount to Finance | | 50,144.81 | | | |
| | | | | | | Length of Term | | | | | |
| | | | | | | Estimated Payment | | | | | |
| WARRANTY | | <input type="checkbox"/> NEW BASIC (DESCRIBE) _____ | | | | | | | | | |
| | | <input type="checkbox"/> NEW EXTENDED (DESCRIBE) _____ | | | | | | | | | |
| | | <input type="checkbox"/> AS IS / NO WARRANTY <input checked="" type="checkbox"/> USED (DESCRIBE) 30-Day Major Component | | | | | | | | | |
| Optional Accessories (check one below for each option): | | | | | | | | | | | |
| Fire extinguisher | | <input type="checkbox"/> Ordered | <input type="checkbox"/> Declined | Headlights | | <input type="checkbox"/> Ordered | <input type="checkbox"/> Declined | Mirrors | | <input type="checkbox"/> Ordered | <input type="checkbox"/> Declined |
| Back-up alarm | | <input type="checkbox"/> Ordered | <input type="checkbox"/> Declined | Tail lights | | <input type="checkbox"/> Ordered | <input type="checkbox"/> Declined | Telemetry device | | <input type="checkbox"/> Ordered | <input type="checkbox"/> Declined |
| Strobe light | | <input type="checkbox"/> Ordered | <input type="checkbox"/> Declined | Turn signals | | <input type="checkbox"/> Ordered | <input type="checkbox"/> Declined | Blue/Red Light | | <input type="checkbox"/> Ordered | <input type="checkbox"/> Declined |
| Other: | | <input type="checkbox"/> Ordered <input type="checkbox"/> Declined | | | | | | | | | |
| Other: | | <input type="checkbox"/> Ordered <input type="checkbox"/> Declined | | | | | | | | | |
| This Sales Order is subject to Pape Material Handling's Terms and Conditions of Sale effective on the date hereof, which are incorporated in full by this reference. The Terms and Conditions of Sale are available at www.pape.com/terms , and will also be sent by mail or e-mail to Buyer upon request. For each trade-in described herein (if any), Buyer certifies that there is no lien, claim, debt, mortgage or encumbrance of any kind, nature or description against this property now existing, of record or otherwise, and that the same is free and clear and is Buyer's sole and absolute property except as noted above. | | | | | | | | | | | |
| PAPÉ MATERIAL HANDLING PAPÉ RENTS | | | | | | BUYER | | | | | |
| (Store Address) 1224 N. California Avenue | | | | | | By _____ Title _____ | | | | | |
| City <u>Pasco</u> State <u>WA</u> Zip <u>99301</u> | | | | | | | | | | | |
| By <u>odi L. Hinsley</u> | | | | | | By _____ Title _____ | | | | | |
| Title <u>Territory Manager</u> Date <u>03/03/2025</u> | | | | | | Date _____ | | | | | |

For terms and conditions visit pape.com/terms

Clear Form

Clear Fields

PROPOSED UNIT SALIENT CHARACTERISTICS

**2025 GENIE GTH-5519 – Currently In-Stock – SUBJECT TO AVAILABILITY**

5,500 lb Capacity, 4,400 lb Capacity at Max Lift Height, 1,900 lb Capacity at Max Reach.

ENGINE – Deutz TD 2.9L – Tier 4 EPA/CARB Compliant Diesel Powerplant, 74hp

Lift Height 18' 10", Maximum Forward Reach 11'3",

Rough Terrain Tires, 48" Forks, 4WD, Crab-Steering, Fender Package, Lift Shackle, Auxiliary Hydraulics, Quick-Tach Carriage w/ Forks,

Standard 1-3-5 Year Warranty |

Operator & Maintenance Manuals Available |

Shipping Included FOB – 15-30 Days ARO

Unit Price: \$83,950.00

Extended Price: \$83,950.00

Jeff Blasdel | President

Jeff@OctaneForklifts.com

OCTANE Forklifts, Inc.

4905 Lima Street

Denver, CO 80239, U.S.A.

DUNS (011723445) – UIC (WBCPLUVBSPL9) – CAGE (88NS0) – FEIN (26-1129432) – SBE

Genie® GTH™-5519

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| Turning radius, outside (4WS) | 11 ft | 3.35 m |
| Auxiliary hydraulic flow | 17 gpm | 64 lpm |
| Auxiliary hydraulic pressure | 3,918 psi | 270 bar |
| Tires, standard size | 12×16.5 in, 10 ply | 0.30×0.42 m, 10 ply |

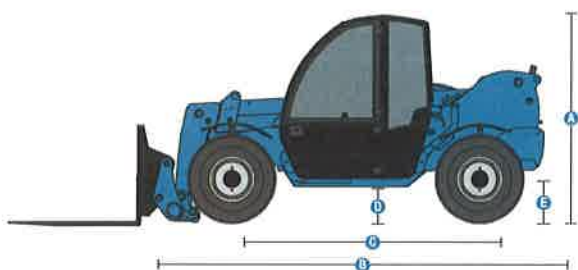
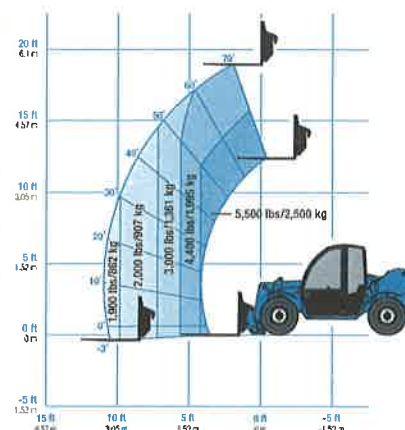
Power

| | | |
|------------------------------------|---------------------|---------------|
| Power source | Deutz TCD 2.9 | Deutz TCD 2.9 |
| Electrical system voltage | 12V | |
| Alternator | 95 amp | |
| Battery | 720 CCA 0°F (-18°C) | |
| Hydraulic tank capacity | 18.5 gal | 70 L |
| Hydraulic system capacity (w/tank) | 31.7 gal | 120 L |
| Fuel tank capacity | 15.8 gal | 59.8 L |

Weight

| | | |
|---------|-----------|----------|
| Weight* | 10,360 lb | 4,700 kg |
|---------|-----------|----------|

Range of motion GTH-5519



(1) Weight will vary depending on options and/or country standards.
 (2) Load ratings vary depending on attachment.

Genie® GTH™ -5519

SKU: Standard Model

- **GTH55191AF0112:** GTH-5519, 74 hp, Open cab
- **GTH55191AF0152:** GTH-5519, 74 hp, Closed cab w/ heater
- **GTH55191AF0151:** GTH-5519, 74 hp, Closed cab w/ AC and heater

* Build to Order

| Option availability | | S | S+ | BtO |
|---------------------|--|---|----|-----|
| Cab | Cab ROPS/FOPS canopy* | ✓ | ✓ | ✓ |
| | Closed cab: Heater, defrost, wipers, washer, split door* | ✓ | ✓ | ✓ |
| | Closed cab: AC, heater, defrost, wipers, washer, split door* | ✓ | ✓ | ✓ |
| | Front and top glass | | ○ | ○ |
| | Lift Guard White Noise Alarm | | ○ | ○ |
| | Rear Proximity Alarm | | ○ | ○ |
| | Fire extinguisher | | ○ | ○ |
| | 3in/7.6cm high visibility red retractable seat belt | ✓ | ✓ | ✓ |
| | Adjustable suspended seat | ✓ | ✓ | ✓ |
| | Backup alarm | ✓ | ✓ | ✓ |
| | Full gauge cluster with engine diagnostics | ✓ | ✓ | ✓ |
| | Fully proportional boom and auxiliary hydraulic controls | ✓ | ✓ | ✓ |
| | Machine level indicator | ✓ | ✓ | ✓ |
| | Mirrors - LH canopy mounted and RH chassis mounted | ✓ | ✓ | ✓ |
| | Multi-function joystick controller | ✓ | ✓ | ✓ |
| | Power steering | ✓ | ✓ | ✓ |
| | RH steel mesh screen | ✓ | ✓ | ✓ |
| | Tilt steering wheel | ✓ | ✓ | ✓ |
| | Top glass | ✓ | ✓ | ✓ |
| Chassis | 74 hp, Deutz TCD 2.9, T4f, Side-mounted engine | ✓ | ✓ | ✓ |
| | Telematics-ready | ✓ | ✓ | ✓ |
| | Lift Connect Telematics | | ○ | ○ |
| | Lift Connect with Access Manager upgrade | | ○ | ○ |
| | Brick guard | | ○ | ○ |
| | Cold weather package | | ○ | ○ |
| | Electric oil pan heater | | ○ | ○ |
| | Fenders set of four | ✓ | ✓ | ✓ |
| | Lojack stolen vehicle recovery system | | ○ | ○ |
| | Positive air shutdown system | | ○ | ○ |
| | Flashing Beacon | | ○ | ○ |
| | Work lights: High output LED cab, boom, rear | | ○ | ○ |
| | Road and work lights: High output LED front, cab, boom, rear | | ○ | ○ |
| | Air-filled rough terrain tires | ✓ | ✓ | ✓ |
| | Air-filled turf tires | | ○ | ○ |
| | Foam-filled rough terrain tires | | ○ | ○ |
| | Non-marking, air-filled tires | | ○ | ○ |
| | Non-marking, foam-filled tires | | ○ | ○ |
| Boom | Solid rough terrain tires | | ○ | ○ |
| | 3-mode steering (2-wheel, 4-wheel and crab) with limited slip front differential | ✓ | ✓ | ✓ |
| | Cold start intake glow plugs | ✓ | ✓ | ✓ |
| | Full time 4WD with front limited slip differential (LSD) | ✓ | ✓ | ✓ |
| | Internal multiple wet disc brakes | ✓ | ✓ | ✓ |
| | Spring applied, hydraulic release parking brake | ✓ | ✓ | ✓ |
| | Variable speed hydrostatic drive | ✓ | ✓ | ✓ |
| | Genie manual Quick-Attach (QA) system | ✓ | ✓ | ✓ |
| | Genie hydraulic Quick-Attach (QA) system | | ○ | ○ |
| | Auxiliary hydraulic circuit (18.5 GPM) | ✓ | ✓ | ✓ |
| | Boom angle indicator | ✓ | ✓ | ✓ |
| | Lifting shackle at boom tip | ✓ | ✓ | ✓ |
| | Self-leveling fork frame | ✓ | ✓ | ✓ |

*Choose from either Open cab or Closed cab/ Heater only or AC and Heater

- S Standard
- S+ Standard +
- BtO Build to Order
- ✓ Standard Features
- Options



Compact Footprint



Lift Shackle



Material Handling Attachments



GTH Attachments

- Universal skid steer adapter (GTH-5519)
- QA Bucket .5cu.yd/0.38cu.m, 66in/1.67m (GTH-5519)
- QA Bucket 1cu.yd/0.76cu.m, 72in/1.82m (GTH-636, GTH-844)
- QA Bucket 1.5cu.yd/1.15cu.m, 96in/2.44m
- QA Carriage 48in/1.2m, 60in/1.5m, 72in/1.8m
- QA Fork positioner carriage 48in/1.2m
- QA Side shift carriage 48in/1.2m
- QA Side tilt rotating carr. 48in/1.2m, 60in/1.5m, 72in/1.8m
- QA Swing carriage 72in/1.8m
- QA Truss boom 8ft/2.44m Adjustable
- Cubing tines 48in (2x2x48in)/(.05x.05x1.2m) x 6
- Lumber forks 60in (1.75x7x60in)/(.04x.18x1.5m) x 2
- Pallet forks 48in (2x4x48in)/(.05x.1x1.2m) set of 2
- Pallet forks 60in (2x4x60in)/(.05x.1x1.5m) set of 2
- Pallet forks 72in (2x4x72in)/(.05x.1x1.8m) set of 2
- Pallet forks 96in (2x4x96in)/(.05x.1x2.4m) set of 2

Product specifications are subject to change without notice or obligation. Photographs and/or drawings herein are for illustrative purposes only. Refer to the appropriate Operator's Manual for instructions on proper equipment use. Failure to follow instructions in the Operator's Manual may result in serious injury or death. The only warranty applicable to our equipment is the standard written warranty applicable to the particular product and sale and we make no other warranty, express or implied. Products and services listed may be trademarks, service marks or trade names of Terex Corporation and/or their subsidiaries in the USA and many other countries. Terex, Genie, Quality By Design, Xtra Capacity, Lift Power, Lift Guard, Lift Tools, Lift Connect and Tech Pro Link are registered trademarks of Terex Corporation or its subsidiaries.

02/25

Genie®

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QUALITY BY DESIGN

LIMITED PRODUCT WARRANTY The Americas and Caribbean

Terex South Dakota, Inc., Terex USA, LLC, Terex Global GmbH, Terex Operations Italy, and Terex (Changzhou) Machinery Co. Ltd. ("Seller"), as to the equipment manufactured by each respective company, warrants the new equipment it manufactures or sells worldwide to be free, under normal use and service, of any defects in manufacture or materials for the following time periods, commencing on the date on which such equipment is invoiced to the original buyer ("Buyer") or, if Buyer is a distributor and resells such equipment to a third party, no later than six months after the original invoice date:

WITH RESPECT TO STRUCTURAL ELEMENTS: Self-Propelled Booms, Scissors, Telehandlers, and Runabouts: 5 years; Towed and All Other Products: 1 year;

WITH RESPECT TO ELECTRICAL COMPONENTRY: Self-Propelled Booms, Scissors, Telehandlers, and Runabouts: 1 year; Towed and All Other Products: 1 year;

WITH RESPECT TO HYDRAULIC COMPONENTRY: Self-Propelled Booms, Scissors, Telehandlers, and Runabouts: 3 years; Towed and All Other Products: 1 year;

provided that (1) Seller receives written notice of the defect within thirty (30) days of its discovery and Buyer establishes that (i) the equipment has been maintained and operated within the limits of rated and normal usage; and (ii) the defect did not result in any manner from the intentional or negligent action or inaction by Buyer, its agents or employees, and (2) the product registration for the new equipment has been completed and received by Seller within thirty (30) days of the equipment's "in-service" date. If requested by Seller, Buyer must return the defective equipment to Seller's manufacturing facility, or other location designated by Seller, for inspection, and if Buyer cannot establish that conditions (1) (i) and (1) (ii) above have been met, then this warranty shall not cover the alleged defect.

Seller's obligation and liability under this warranty is expressly limited to, at Seller's sole option, repairing or replacing, with new or remanufactured parts or components, any part which appears to Seller upon inspection to have been defective in material or workmanship. Such parts shall be provided at no cost to the Buyer, FCA Seller's parts facility (Incoterms 2010). Freight charges are not covered. If requested by Seller, components or parts for which a warranty claim is made shall be returned to Seller at a location designated by Seller. All return freight charges are the responsibility of the Buyer. All components and parts replaced under this warranty become the property of Seller.

This warranty shall be null and void if parts (including wear parts) or attachments other than genuine OEM Seller parts and attachments are used in, or attached to, the equipment.

Accessories, assemblies and components included in Seller's equipment, which are not manufactured by Seller or one of Seller'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.

SELLER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, AND MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, AS TO THE EQUIPMENT AND PARTS IT SUPPLIES.

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

Seller'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. Seller 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, Acts of God, or alteration or repair of the equipment by persons not authorized by Seller shall render this warranty null and void. Seller reserves the right to inspect the installation of the equipment and review maintenance procedures to determine if the failure is covered under this warranty.

Telematics. If a telematics system is included with the equipment, the telematics system is administered by a third party ("Teleservice Provider") and collects a range of operational data about the equipment including, but not limited to, usage, performance and reliability. Buyer consents to Seller's obtaining such data from the Teleservice Provider for warranty, product improvement, marketing and customer support purposes. In addition to the foregoing, Buyer consents to Seller's collection, management and reporting of data (personal and non-personal) about the equipment including, but not limited to, fuel consumption, up/down times, operation, defects, parts replacement, movement and location. Buyer shall gain any prior explicit consent from its customers and/or any third party, as required by applicable laws, enabling Seller and/or third parties to provide teleservices and data to Buyer. Buyer shall comply with all applicable laws relating to the provision of teleservices including, without limitation, any applicable data protection laws. In the event Buyer transfers ownership of the equipment, Buyer agrees to follow the transfer of ownership registration requirements specified at the telematics website. Buyer's subscription to any telematics services ("Telematics Services") shall be for the period, the approved region and at the rate selected by Buyer when subscribing. In the event of early cancellation of a subscription,

Buyer agrees that Seller shall be entitled to retain as liquidated damages, and not as a penalty, any fees paid in advance, which the parties agree reasonably approximate Seller's actual damages. If Buyer moves the equipment outside the approved region, Seller may at its option charge Buyer additional fees or deactivate the Telematics Services. Buyer acknowledges that the Telematics Services are subject to limitations that are imposed by or affect the Teleservice Providers such as area coverage, network capacity, reception, interference with communication signals and other problems which may impede or prevent provision of Telematics Services. These may also include hills, tall buildings, tunnels, weather, systems design, damage to or destruction of telematics systems, accidents or congestion. Seller is not responsible for any of the foregoing conditions. Under no circumstances shall Seller be liable for the failure of a Teleservice Provider to perform. In addition, Seller shall not be liable for delays or failures in performance or service interruptions due to circumstances beyond its control. Buyer understands that Seller and its Teleservice Providers cannot guaranty the security of wireless transmissions, and will not be liable for any lack of or breach of security in such wireless transmissions while providing Telematics Services. **SELLER'S MAXIMUM LIABILITY RELATED TO THE TELEMATICS SERVICES UNDER ANY THEORY (INCLUDING TORT, BREACH OF CONTRACT OR PRODUCT LIABILITY) IS LIMITED TO THE AGGREGATE FEES TO BE PAID UNDER THE SUBSCRIPTION AGREEMENT FOR THE CALENDAR YEAR IN WHICH THE INCIDENT CAUSING DAMAGE OCCURS.**

NO TRANSFERABILITY OF WARRANTY: This warranty is limited to the original purchaser or original end-user if sold to a distributor, and is not assignable or otherwise transferable without the written agreement of Seller.

ITEMS NOT COVERED BY WARRANTY

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

1. Items sold by any individual, corporation, partnership or any other organization or legal entity that is not authorized by Seller to distribute its equipment.
2. Inbound freight, duty and taxes for replacement components or outbound freight, duty, and taxes for any part requested as a warranty return.
3. Components which are not manufactured by Seller or its affiliates. Such components may include, but are not limited to, engines, batteries, tires, customer-supplied products, transmissions, generators/gensets, and axles.
4. Replacement of a complete assembly that is field repairable by the replacement or repair of defective part(s) within the assembly. Seller has the option to repair or replace any defective part or assembly.
5. Wear parts and maintenance services including, but not limited to: lamps, lenses, o-rings, seals, gaskets, hoses, filters, breathers, belts, nozzles, friction plates, glass, clutch and brake linings, wire rope, nuts and fittings, exterior coatings, proper tightening of bolts, adding or replacing of fluids, adjustments of any kind, services, inspections, diagnostic time, travel time and supplies such as hand cleaners, towels and lubricants.
6. Damage caused by carrier handling. Any such claim for damage should be filed immediately with the respective carrier.
7. Repairs, work required or parts exposed as the result of age, storage, weathering, lack of use, demonstration use, or use for transportation of corrosive chemicals.
8. 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.
9. Damage caused by, or labor or other costs related to, work performed by personnel not authorized by Seller to service the equipment.
10. Travel, and related expenses, to a geographic area where Seller has no established service presence, or freight charges related to Buyer's shipment of equipment to an approved location for repair.

IN NO EVENT SHALL SELLER, OR ANY AFFILIATE, SUBSIDIARY OR DIVISION THEREOF BE LIABLE FOR (A) LOST PROFITS AND/OR BUSINESS INTERRUPTION (WHETHER DIRECT OR INDIRECT); AND (B) INDIRECT, INCIDENTAL, CONSEQUENTIAL (WHETHER DIRECT OR INDIRECT) OR OTHER SIMILAR DAMAGES OR LOSSES OF ANY KIND WHATSOEVER, RESULTING FROM ANY BREACH OF EXPRESS OR IMPLIED WARRANTY, BREACH OF ANY REPRESENTATION OR ANY TERMS OF THIS WARRANTY, OR BREACH OF ANY DUTY OR OBLIGATION IMPOSED BY STATUTE, CONTRACT, TORT, COMMON LAW OR OTHERWISE (WHETHER OR NOT CAUSED BY THE NEGLIGENCE OF THE SELLER, ITS EMPLOYEES, AGENTS OR OTHERWISE), INCLUDING, WITHOUT LIMITATION, LOSS OF USE OF ANY EQUIPMENT, LOST PROFITS OR REVENUES, LABOR OR EMPLOYMENT COSTS, DOWNTIME OR HIRE CHARGES, THIRD PARTY REPAIRS, IMPROPER PERFORMANCE OF WORK, LOSS OF SERVICE OF PERSONNEL, LOSS OF OPPORTUNITY, PENALTIES OF ANY KIND, PERSONAL INJURY, EMOTIONAL OR MENTAL DISTRESS, OR FAILURE OF EQUIPMENT TO COMPLY WITH ANY APPLICABLE LAWS OR REGULATIONS. The Seller's liability to the Buyer shall not in any event exceed the purchase price of the equipment.

THIS WARRANTY IS EXPRESSLY IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, REPRESENTATIONS AND CONDITIONS, EXPRESS OR IMPLIED. ALL OTHER STATUTORY, CONTRACTUAL, TORTIOUS AND COMMON LAW OBLIGATIONS OR LIABILITY ON SELLER'S PART ARE HEREBY EXPRESSLY EXCLUDED TO THE MAXIMUM EXTENT PERMITTED BY LAW. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE LIMITED WARRANTY CONTAINED HEREIN. Seller neither assumes nor authorizes any other person to assume for Seller any other liability in connection with the sale of Seller's equipment. In the event that any provision of this warranty is held unenforceable for any reason, the remaining provisions shall remain in full force and effect.

LIMITED PRODUCT WARRANTY Outside The Americas and Caribbean

Terex South Dakota, Inc., Terex USA, LLC, Terex Global GmbH, Terex Operations Italy, and Terex (Changzhou) Machinery Co. Ltd. ("Seller"), as to the equipment manufactured by each respective company, warrants the new equipment it manufactures or sells worldwide to be free, under normal use and service, of any defects in manufacture or materials for the following time periods, commencing on the date on which such equipment is invoiced to the original buyer ("Buyer") or, if Buyer is a distributor and resells such equipment to a third party, no later than six months after the original invoice date:

WITH RESPECT TO STRUCTURAL ELEMENTS: Self-Propelled Booms, Scissors, Telehandlers, and Runabouts: 5 years; Towed and All Other Products: 1 year;

WITH RESPECT TO ELECTRICAL COMPONENTRY: Self-Propelled Booms, Scissors, Telehandlers, and Runabouts: 2 years; Towed and All Other Products: 1 year;

WITH RESPECT TO HYDRAULIC COMPONENTRY: Self-Propelled Booms, Scissors, Telehandlers, and Runabouts: 2 years; Towed and All Other Products: 1 year;

provided that (1) Seller receives written notice of the defect within thirty (30) days of its discovery and Buyer establishes that (i) the equipment has been maintained and operated within the limits of rated and normal usage; and (ii) the defect did not result in any manner from the intentional or negligent action or inaction by Buyer, its agents or employees, and (2) the product registration for the new equipment has been completed and received by Seller within thirty (30) days of the equipment's "in-service" date. If requested by Seller, Buyer must return the defective equipment to Seller's manufacturing facility, or other location designated by Seller, for inspection, and if Buyer cannot establish that conditions (1) (i) and (1) (ii) above have been met, then this warranty shall not cover the alleged defect.

Seller's obligation and liability under this warranty is expressly limited to, at Seller's sole option, repairing or replacing, with new or remanufactured parts or components, any part which appears to Seller upon inspection to have been defective in material or workmanship. Such parts shall be provided at no cost to the Buyer, FCA Seller's parts facility (Incoterms 2010). Freight charges are not covered. If requested by Seller, components or parts for which a warranty claim is made shall be returned to Seller at a location designated by Seller. All return freight charges are the responsibility of the Buyer. All components and parts replaced under this warranty become the property of Seller.

This warranty shall be null and void if parts (including wear parts) or attachments other than genuine OEM Seller parts and attachments, are used in, or attached to, the equipment.

Accessories, assemblies and components included in Seller's equipment, which are not manufactured by Seller or one of Seller'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.

SELLER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, AND MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, AS TO THE EQUIPMENT AND PARTS IT SUPPLIES.

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

Seller'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. Seller 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, Acts of God, or alteration or repair of the equipment by persons not authorized by Seller shall render this warranty null and void. Seller reserves the right to inspect the installation of the equipment and review maintenance procedures to determine if the failure is covered under this warranty.

Telematics. If a telematics system is included with the equipment, the telematics system is administered by a third party ("Teleservice Provider") and collects a range of operational data about the equipment including, but not limited to, usage, performance and reliability. Buyer consents to Seller's obtaining such data from the Teleservice Provider for warranty, product improvement, marketing and customer support purposes. In addition to the foregoing, Buyer consents to Seller's collection, management and reporting of data (personal and non-personal) about the equipment including, but not limited to, fuel consumption, up/down times, operation, defects, parts replacement, movement and location. Buyer shall gain any prior explicit consent from its customers and/or any third party, as required by applicable laws, enabling Seller and/or third parties to provide teleservices and data to Buyer. Buyer shall comply with all applicable laws relating to the provision of teleservices including, without limitation, any applicable data protection laws. In the event Buyer transfers ownership of the equipment, Buyer agrees to follow the transfer of ownership registration requirements specified at the telematics website. Buyer's subscription to any telematics services ("Telematics Services") shall be for the period, the approved region and at the rate selected by Buyer when subscribing. In the event of early cancellation of a subscription, Buyer agrees that it shall not be entitled to a refund of any fees paid in advance.

If Buyer moves the equipment outside the approved region, Seller may at its option charge Buyer additional fees or deactivate the Telematics Services. Buyer acknowledges that the Telematics Services are subject to limitations that are imposed by or affect the Teleservice Providers such as area coverage, network capacity, reception, interference with communication signals and other problems which may impede or prevent provision of Telematics Services. These may also include hills, tall buildings, tunnels, weather, systems design, damage to or destruction of telematics systems, accidents or congestion. Seller is not responsible for any of the foregoing conditions. Under no circumstances shall Seller be liable for the failure of a Teleservice Provider to perform. In addition, Seller shall not be liable for delays or failures in performance or service interruptions due to circumstances beyond its control. Buyer understands that Seller and its Teleservice Providers cannot guaranty the security of wireless transmissions, and will not be liable for any lack of or breach of security in such wireless transmissions while providing Telematics Services. **SELLER'S MAXIMUM LIABILITY RELATED TO THE TELEMATICS SERVICES UNDER ANY THEORY (INCLUDING TORT, BREACH OF CONTRACT OR PRODUCT LIABILITY) IS LIMITED TO THE AGGREGATE FEES TO BE PAID UNDER THE SUBSCRIPTION AGREEMENT FOR THE CALENDAR YEAR IN WHICH THE INCIDENT CAUSING DAMAGE OCCURS.**

NO TRANSFERABILITY OF WARRANTY: This warranty is limited to the original purchaser or original end-user if sold to a distributor, and is not assignable or otherwise transferable without the written agreement of Seller.

ITEMS NOT COVERED BY WARRANTY

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

1. Items sold by any individual, corporation, partnership or any other organization or legal entity that is not authorized by Seller to distribute its equipment.
2. Inbound freight, duty and taxes for replacement components or outbound freight, duty, and taxes for any part requested as a warranty return.
3. Components which are not manufactured by Seller or its affiliates. Such components may include, but are not limited to, engines, batteries, tires, customer-supplied products, transmissions, generators/gensets, and axles.
4. Replacement of a complete assembly that is field repairable by the replacement or repair of defective part(s) within the assembly. Seller has the option to repair or replace any defective part or assembly.
5. Wear parts and maintenance services including, but not limited to: lamps, lenses, o-rings, seals, gaskets, hoses, filters, breathers, belts, nozzles, friction plates, glass, clutch and brake linings, wire rope, nuts and fittings, exterior coatings, proper tightening of bolts, adding or replacing of fluids, adjustments of any kind, services, inspections, diagnostic time, travel time and supplies such as hand cleaners, towels and lubricants.
6. Damage caused by carrier handling. Any such claim for damage should be filed immediately with the respective carrier.
7. Repairs, work required or parts exposed as the result of age, storage, weathering, lack of use, demonstration use, or use for transportation of corrosive chemicals.
8. 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.
9. Damage caused by, or labour or other costs related to, work performed by personnel not authorized by Seller to service the equipment.
10. Travel, and related expenses, to a geographic area where Seller has no established service presence, or freight charges related to Buyer's shipment of equipment to an approved location for repair.

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4905 Lima Street, Denver CO 80239
www.OctaneForklifts.com
Office: 1 (844) 628 - 2637
Fax: (303) 997 - 6826

21 April 2025

UMATILLA COUNTY, OREGON
216 S.E. FOURTH STREET
PENDLETON, OR 97801

REQUEST FOR PROPOSALS

SOLICITATION: USED TELEHANDLER FORKLIFT

For the purposes of the aforementioned reference, OCTANE Forklifts, Inc. is proud to propose the following equipment to satisfy all outlined specifications, criteria, and standards as listed within the reference.



PROPOSED UNIT SALIENT CHARACTERISTICS



2024 JLG G5-18A (519) Currently In-Stock – SUBJECT TO AVAILABILITY

5,500 lb Capacity, 4,400 lb Capacity at Max Lift Height, 1,850 lb Capacity at Max Reach.

ENGINE – Deutz TD 2.9L – Tier 4 EPA/CARB Compliant Diesel Powerplant, 74hp

Lift Height 18' 4", Maximum Forward Reach 10' 11",

Foam-Filled Tires, 48" Forks, Work Light Package, LH Mirror, 4-Wheel Steering Capability/Crabwalk,

50" Standard Carriage, Fenders on Wheels, 4-Wheel Drive,

1 Year Standard Warranty / 2 Year Drivetrain / 5 Year Structural Warranty on Structural Components |

Operator & Maintenance Manuals Available | 4x6 Work Platform Included in Price |

Shipping Included FOB – 15-30 Days ARO

Unit Price: \$84,950.00
Extended Price: \$84,950.00

Jeff Blasdel | President

Jeff@OctaneForklifts.com

OCTANE Forklifts, Inc.

4905 Lima Street

Denver, CO 80239, U.S.A.

DUNS (011723445) – UIE (WBCPLUVBSPL9) – CAGE (88NS0) – FEIN (26-1129432) – SBE



KEY FEATURES

- Improved load chart working zone at max lift capacity and max forward reach.
- Advanced control system that enables options such as Load Stability Indication (LSI), Seatbelt Engagement and Operator Presence (SEAOP), multifunction display with backup camera and electronic load charts, and improved diagnostics.
- Deutz 2.2L 60 hp diesel engine provides optimized machine performance and improves fuel efficiency.
- Electric over hydraulic joystick offers greater multifunction capability including auxiliary hydraulic function and attachment tilt.
- Standard LED Motion/Amber Beacon with ClearSky Smart Fleet™ Connectivity Hardware

ACCESSORIES & OPTIONS

- Air Conditioning
- Battery Disconnect Switch
- Boom Prop
- Brick Guard Package
- Enclosed Cab with Heat
- Fenders
- Fixed Drawbar/Drop Pin Hitch
- Hydraulic Universal Skid Steer Coupler
- LED Worklight Package
- LSI
- Mechanical Universal Skid Steer Coupler
- Multifunction Display with Reversing Camera & Electronic Load Charts
- Reverse Sensing
- Road Light Package
- Seatbelt Engagement & Operator Presence
- Skylight/Rear Wiper Package
- Tilt Steering (open cab)
- White Noise Backup Alarm

ATTACHMENTS

| | | |
|--------------------------------|---------------------|----------------------------|
| Standard Carriage | 48-in | 1.2-m |
| Side-Tilt Carriage | 48-in | 1.2-m |
| Side Shifting Carriage | 48-in | 1.2-m |
| Dual Fork Positioning Carriage | 48-in | 1.2-m |
| Pallet Forks | 2-in x 4-in x 48-in | 51-mm x 102-mm x 1.2-m |
| General Purpose Bucket | 73-in, 1.0-cu yd | 1.8-m, 0.76-m ³ |
| Light Material Bucket | 72-in, 1.7-cu yd | 1.8-m, 1.29-m ³ |
| Grapple Bucket | 72-in, 1.0-cu yd | 1.8-m, 0.76-m ³ |
| Lifting Hook | | |
| Fork-Mounted Work Platform | | |
| Universal Skid Steer Adapter | | |

STANDARD SPECIFICATIONS

Performance

| | |
|----------------------------------|------------------------|
| Rated Capacity | 5,500-lb / 2,495-kg |
| Maximum Lift Height | 18-ft 7-in / 5.7-m |
| Load at Max Height | 4,400-lb / 1,996-kg |
| Maximum Forward Reach | 10-ft 10-in / 3.3-m |
| Load at Max Reach | 1,900-lb / 862-kg |
| Lift Speed (Boom Retracted) Up | 7.2 sec |
| Lift Speed (Boom Retracted) Down | 5.6 sec |
| Boom Speed Extended | 7.2 sec |
| Boom Speed Retracted | 5.0 sec |
| Top Travel Speed (4-Speed) | 15 mph / 24.1 km/h |
| Drawbar Pull (Loaded) | 10,300-lb-ft / 46.7-kN |
| Outside Turning Radius | 126-in / 3.2-m |
| Operating Weight | 10,400-lb / 4,717-kg |

Engine

| | |
|---------------------------|--------------------|
| Make and Model | Deutz TD2.2 L3 |
| No. of Cylinders | 3 |
| Displacement | 134 cu in / 2.2 L |
| Gross Power Basic | 60 hp / 44.5 kW |
| Maximum Torque @ 1600 rpm | 151-lb-ft / 205 Nm |
| Fuel Tank Capacity | 18.5 gal / 69.3 L |

Transmission

Hydrostatic

Axles

High bias limited slip differential on front axle.
Planetary on front and rear axles.

Brakes

Service brakes are inboard wet disc brake on front axle.
Parking brakes are wet disc spring-applied hydraulic release.

Tires

| | |
|----------|---|
| Standard | 12 x 16.5 Pneumatic |
| Optional | 12 x 16.5 Foam-Filled 33 x 12-20 Solid Non-Marking 33 x 16 Turf |

Cab

- Adjustable suspension seat
- Certified ROPS/FOPS structure
- Horn
- High Visibility Orange Seatbelt
- Integrated Arm Rest
- Single Joystick Proportional Controls
- Rear View Mirrors

Steering 4-Wheel

Operator selectable 4-wheel circle, 4-wheel crab, 2-wheel front.

Instruments & Standard Features

- Auxiliary Hydraulics & Carriage Tilt on Joystick
- Backup Alarm
- Continuous Auxiliary Hydraulics
- Engine Heater
- Fuel Gauge
- Glow Plugs
- Hourmeter
- Inching
- LCD Display for diagnostics
- Lifting Lug
- Framer/Loader Switch
- JLG Mechanical Coupler
- Temperature Gauge
- Speedometer
- Tachometer

Hydraulic System-Implement

| | |
|---|---------------|
| Capacity | 18 gal / 68 L |
| Max. Auxiliary Flow to the Boom Head | 18 GPM |
| <ul style="list-style-type: none"> Single-section gear pump. Auxiliary hydraulics used for all attachments equipped with cylinders or other hydraulic components. | |

519

TELEHANDLER

JLG

DIMENSIONS

All dimensions are approximate

Dimensions

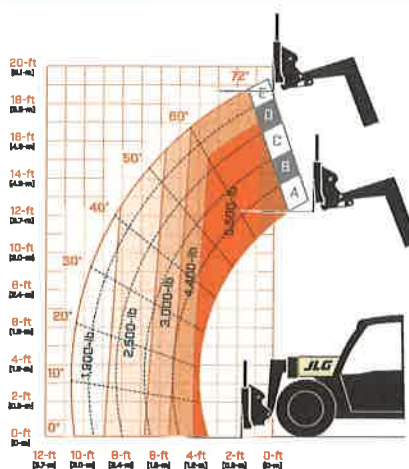
All dimensions are approximate.



| | |
|-------------------|--------------------|
| A. Machine Length | 151.5-in / 3850-mm |
| B. Machine Width | 72-in / 1830-mm |
| C. Wheelbase | 92.5-in / 2350-mm |

| | |
|---------------------|------------------|
| D. Machine Height | 76-in / 1928-mm |
| E. Ground Clearance | 10.8-in / 274-mm |

LOAD CHART



We provide coverage for one (1) full year on the entire machine, two (2) full years or 2,000 hours on the drivetrain and cover all specified major structural components for five (5) years. Due to continuous product improvements, we reserve the right to make specification and/or equipment changes without prior notification.

JLG

JLG INDUSTRIES, INC.
Toll-free US 877-JLG-LIFT
JLG.com

An Oshkosh Corporation Company

JLG NEW PRODUCT WARRANTY NORTH AMERICA

JLG Industries, Inc. ("JLG") warrants its new products made by it to be free from defects in material or workmanship for twelve (12) months from the warranty start date.

In addition, JLG further warrants the structural elements of each new Boom Lift, Scissor Lift, Vertical Mast, Telehandler, Power Tower, Trailer and Trailer Boom (JLG LiftPod Product excluded) made by it, as defined in its then current warranty policies and procedures, to be free from defects in material or workmanship for five (5) years from the warranty start date.

JLG further warrants the powertrain of each of the new telescopic handlers made by it, as defined in its then current warranty policies and procedures, to be free from defects in material and workmanship for twenty-four (24) months or 2,000 hours-whichever occurs first.

JLG agrees only to repair or replace at its own expense, F.O.B. (E.X.W.), the place or places of manufacture, any part or parts of the product found to be defective in material or workmanship, provided JLG is notified of such defect or defects within the applicable warranty period and given a reasonable time to correct the defect. In no case shall any warranty extend to defects in materials, components, or services furnished by third parties. Defects caused by chemical action or the presence of abrasive materials and defects arising following the operation beyond rated capacity or the improper use or application of any products shall not be considered defects within the scope of this warranty. If any repairs or alterations are made or any parts are replaced during the applicable warranty periods by anyone other than JLG or an entity authorized by JLG in accordance with authorized JLG service manuals or with parts, accessories, or attachments other than authorized by JLG for use in its products, customer shall pay for such repairs or parts without recourse against JLG, and JLG shall be relieved of responsibility for fulfillment of this warranty with respect to such repairs, alterations, or replacements so made. JLG's obligations under this warranty shall at all times be subject to its then current warranty policies and procedures. The above mentioned warranty shall not apply to replacement or service parts made and sold to a customer by JLG. Routine maintenance, routine maintenance items (including paint and decals), and minor adjustments are excluded from this warranty. Certain components, including, but not limited to, engines, tires and batteries, which may be a part of the product are not manufactured or warranted by JLG. Any applicable warranty for such components is provided through the original manufacturer of the component or its distributor organization.

JLG 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. JLG 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 JLG 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 JLG and its engine suppliers provide to customers who purchase JLG equipment and associated engines. Please refer to the "JLG Emissions Warranty Guidelines", available for download at www.JLG.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 JLG servicer or OEM are outside the scope of this warranty and will not be paid for by JLG free of charge. The proper

performance of routine maintenance by the customer or a third party service shall not invalidate this emissions warranty.

JLG NEW PRODUCT WARRANTY NORTH AMERICA

JLG Warranty Policy covers Parts, Labor, and Travel costs as outlined in JLG's then current warranty policies and procedures. JLG LiftPod Product is excluded from Travel coverage.

JLG Warranty Policy does not cover any duties, taxes, environmental fees, including without limitation, disposal or handling of tires, batteries, and petrochemical items.

Under no circumstances shall JLG be liable for any consequential or special damages which any person or entity may incur or claim to incur as a result of any defect in the product or in any correction or alteration thereof made or furnished by JLG or others. "Consequential" or "special damage" includes, but is not limited to costs of transportation, lost sales, lost orders, lost profits, lost income, increased overhead, labor and material costs, and cost of manufacturing variances and operational inefficiencies. JLG's maximum liability under this warranty shall be the purchase price paid to JLG with respect to the product to which such warranty is claimed. The limitation of liability provisions herein shall apply to any and all claims or suits brought against JLG, including any claim based upon negligence, breach of contract, breach of warranty, strict liability or any other theories upon which liability may be asserted against JLG.

This warranty constitutes JLG's entire and exclusive warranty as to the product and is the sole and exclusive remedy for product defects in material and workmanship. JLG 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. **JLG 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 JLG and resulting in any personal injury or property damage, customer shall fail to notify JLG within 48 hours of such occurrence or permit JLG 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.