



State of West Virginia  
 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

# Request for Quotation

RFQ NUMBER  
 ABC64

PAGE  
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF  
 SHELLY MURRAY  
 304-558-8801

ROCKERY

RFQ COPY  
 TYPE NAME/ADDRESS HERE  
*Dorsal Industries Forklifts*  
 3481 Whitby Ln,  
 High Ridge, Mo. 63049

SHIP TO

ALCOHOL BEVERAGE CONTROL  
 COMMISSION  
 322 70TH STREET, S.E.  
 CHARLESTON, WV  
 25304-2900 558-2487

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
12/11/2008				

BID OPENING DATE: 12/23/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
----- ADDENDUM NO. 1 -----						
THIS ADDENDUM IS ISSUED TO ADDRESS THE QUESTIONS AND CONCERNS RAISED PRIOR TO THE QUESTION SUBMISSION DEADLINE OF 12/09/2008.						
ATTACHMENT: QUESTIONS AND RESPONSES						
THE BID OPENING REMAINS: 12/23/2008						
PLEASE SUBMIT THE ADDENDUM ACKNOWLEDGEMENT WITH BID.						
0001	2	EA		560-75	\$18,999.00	\$37998.00
TRUCKS, FORK LIFT						
EXHIBIT 10						
REQUISITION NO.: ABC64						
ADDENDUM ACKNOWLEDGEMENT						
I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO M PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.						
ADDENDUM NO. S:						
NO. 1 <i>J.K.</i>						
NO. 2						
NO. 3						

RECEIVED  
 08 DEC 23 AM 10:34  
 PURCHASING DIVISION  
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *J. K. [Signature]* TELEPHONE (636)677-5300 DATE 12/22/08

TITLE *National Dist. Mgr.* FEIN 22-3203474 ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

**GENERAL TERMS & CONDITIONS**  
**REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

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**INSTRUCTIONS TO BIDDERS**

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in case of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130



State of West Virginia  
 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

# Request for Quotation

RFQ NUMBER
ABC64

PAGE
2

ADDRESS CORRESPONDENCE TO ATTENTION OF
SHELLY MURRAY 304-558-8801

RFQ COPY  
 TYPE NAME/ADDRESS HERE  
*Doosan Infracore Forklifts*  
*3481 Whitley Ln.*  
*High Ridge, Mo. 63049*

SHIP TO  
 ALCOHOL BEVERAGE CONTROL  
 COMMISSION  
 322 70TH STREET, S.E.  
 CHARLESTON, WV  
 25304-2900 558-2487

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
12/11/2008				

BID OPENING DATE: 12/23/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOF	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
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NO. 4 .....

NO. 5 .....

I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.

VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.

*Jan Kovarik*  
 .....  
 SIGNATURE  
*Doosan Infracore Forklifts*  
 .....  
 COMPANY  
*12/22/08*  
 .....  
 DATE

REV. 11/96

----- END OF ADDENDUM NO. 1 -----

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Jan Kovarik</i>	TELEPHONE <i>(636)697-5300</i>	DATE <i>12/22/08</i>
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TITLE <i>National Acct Mgr</i>	FEIN <i>22-3203474</i>	ADDRESS CHANGES TO BE NOTED ABOVE
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WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



State of West Virginia  
 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

# Request for Quotation

RFO NUMBER  
**ABC64**

PAGE  
**3**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
**SHELLY MURRAY  
 304-558-8801**

S U B J E C T

RFQ COPY  
 TYPE NAME/ADDRESS HERE

*Doolan Enforcement Solutions  
 3481 Whitby Ln.  
 High Ridge, Mo. 63049*

S H I P T O

**ALCOHOL BEVERAGE CONTROL  
 COMMISSION  
 322 70TH STREET, S.E.  
 CHARLESTON, WV  
 25304-2900 558-2487**

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
11/25/2008				

BID OPENING DATE: **12/23/2008** BID OPENING TIME: **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p><b>BID OPENING TIME: 1:30 PM</b></p> <p><b>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</b></p> <p style="text-align: center;">----- <i>(636) 677-5302</i> -----</p> <p><b>CONTACT PERSON (PLEASE PRINT CLEARLY):</b></p> <p style="text-align: center;">----- <i>Jay Kovarik</i> -----</p>						
<p>***** THIS IS THE END OF RFQ</p>					<p>ABC64 ***** TOTAL: <u><i>\$ 37998.00</i></u></p>	

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Jay Kovarik</i>	TELEPHONE <i>(636) 677-5300</i>	DATE <i>12/22/08</i>
TITLE <i>Attorney At Law</i>	FEIN <i>22-3203474</i>	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



STATE OF WEST VIRGINIA  
DEPARTMENT OF REVENUE  
ALCOHOL BEVERAGE CONTROL ADMINISTRATION

322 70<sup>th</sup> Street, SE  
Charleston, West Virginia 25304-2900

JOE MANCHIN III  
GOVERNOR

DALLAS S. STAPLES  
COMMISSIONER

VIRGIL T. HILTON  
CABINET SECRETARY

*DOOSAN GC25P-5*

Specifications For LPG Powered Fork Lift Truck (2) Units Needed

Unit Should Be Equal To The Toyota Model 8FGCU25

- Load Capacity 5000LBS ✓
- Load Center 24 Inches ✓
- Powered Propane (LP) ✓
- Operator Type Sit-Down ✓
- Tires Cushion - Smooth Tread ✓
- Mast 3-Stage ✓
- Maximum Fork Hgt Needed 189 Inches - *186" RAISED*
- Engine 4-Cylinder (At Least 2.2 Liter) *2.4 LITER G.M.*
- Fork Size At Least 1.50 X 4 X 42" ✓
- Steering Power ✓
- Service Break Hydraulic Foot - *(O.C.D.B.) OIL COOLED DISC BRAKES*
- Parking Break Mechanical/Manual Hand ✓ *(5yr-10,000hr)*
- Transmission Power Shift Automatic ✓ *WARRANTY*
- Transmission Speed F/R 1/1 ✓
- Hydraulic Pressure 2250 PSI ✓
- Mast Tilt Forward/Backward At Least 5 Degrees Forward/Backward ✓
- Load Back Rest 48 Inches ✓
- Wheels Front/Rear 2 X 2 ✓
- Side Shifting Attachment ✓

STATE OF WEST VIRGINIA  
Purchasing Division

## PURCHASING AFFIDAVIT

### VENDOR OWING A DEBT TO THE STATE:

*West Virginia Code §5A-3-10a* provides that: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

### PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

*West Virginia Code §21-1D-5* provides that: Any solicitation for a public improvement construction contract shall require each vendor that submits a bid for the work to submit at the same time an affidavit that the vendor has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code. A public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the West Virginia Code may take place before their work on the public improvement is begun.

### ANTITRUST:

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the state of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the state of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the state of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership or person or entity submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

### LICENSING:

Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

### CONFIDENTIALITY:

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendors should visit [www.state.wv.us/admin/purchase/privacy](http://www.state.wv.us/admin/purchase/privacy) for the Notice of Agency Confidentiality Policies.

Under penalty of law for false swearing (West Virginia Code §61-5-3), it is hereby certified that the vendor acknowledges the information in this said affidavit and is in compliance with the requirements as stated.

Vendor's Name: Doosan Infracore Forlifts

Authorized Signature: [Signature] Date: 12/22/08

# State of West Virginia VENDOR PREFERENCE CERTIFICATE

Certification and application\* is hereby made for Preference in accordance with *West Virginia Code*, §5A-3-37. (Does not apply to construction contracts). *West Virginia Code*, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the *West Virginia Code*. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

- 1. **Application is made for 2.5% resident vendor preference for the reason checked:**  
 Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,  
 Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,  
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
- 2. **Application is made for 2.5% resident vendor preference for the reason checked:**  
 Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
- 3. **Application is made for 2.5% resident vendor preference for the reason checked:**  
 Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
- 4. **Application is made for 5% resident vendor preference for the reason checked:**  
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
- 5. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**  
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
- 6. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**  
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (*West Virginia Code*, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: DOUGLAS INFERRERE FORKLIN Signed: Jan Kovarik  
 Date: 12/22/08 Title: Patronus Acct. Mgr.

\*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

## ABC64 Addendum No. 1

**Question:**

Komatsu offers 2 engines for this unit: the K21 model, which is 2.1L and 55HP; or the K25 model, which is 2.5L and 60HP. Your specs said at least 2.2L-should I quote the K25 model which is 2.5L?

**Response:**

YES, QUOTE THE 2.5L MODEL K25.

**Questions:**

Do you need a LPG tank quoted with unit (33# aluminum)?

**Response:**

No LPG TANK IS NEEDED.

**Question:**

Do you need a strobe light and backup alarm quoted with unit?

**Response:**

YES, BOTH SHOULD BE QUOTED.

**Question:**

Komatsu's standard mast has a maximum fork height of 188.5". Is this close enough to stated spec of 189", or do I need to quote the next highest fork height mast of 198.5"?

**Response:**

THE 188.5" FORK HEIGHT IS FINE FOR THIS APPLICATION.



**Question:**

Basic load capacity of standard Komatsu Model#FG25ST-16 or Model#FG25SHT-16 is 5000lbs. If equipped with 3-stage 188.5" mast and integral sideshift-rated capacity goes to 4800lbs. Is this sufficient to meet specs?

**Response:**

YES, IT IS SUFFICIENT.

NOTE: All manufacturers forklifts derate from stated basic capacity with addition of 3-stage mast and sideshift.

**Question:**

We will be quoting unit with integral sideshift rather than hang-on sideshift. Integral unit gives more derated capacity than hang-on sideshift (4800lbs vs 4650lbs). Will this be alright?

**Response:**

YES, THE INTEGRAL SIDESHIFT WILL BE FINE.

**Question:**

First, is the engine size. The bid lists "at least 2.2 Liter." Currently, the standard Komatsu equivalent is 2.1 Liters. There is a 2.5 Liter engine available, but would like to have clarification on whether or not this is a "requirement."

**Response:**

Quote the 2.5LT engine

**Question:**

Next is the "maximum fork height needed." Stated in the bid is 189 inches. Currently, the Komatsu equivalent is 188.5 inches. Is this going to be something that would prevent our bid from being accepted?

**Response:**

The 188.5 inch fork height is fine for this application

**Question:**

I did not see any safety items addressed, such as a back-up alarm or strobe light. Should this be something I include in my bid?

**Response:**

Yes, both safety items should be quoted

## Limited Industrial Lift Truck Warranty

- transferable throughout warranty period -

**DOOSAN INFRACORE AMERICA CORPORATION (DIAC)** warrants repairs required for DIAC Lift Trucks sold by DIAC due to defects in material or workmanship will be made at no charge for parts and/or labor during the warranty period specified in accordance with the terms listed below.

**Standard Warranty Period:** 12 MONTHS or 2,000 HOURS OF USE, whichever occurs first, following the earlier of (i) date of delivery to the first purchaser or (ii) the date put into service.

**Drive Train Warranty Period:** 24 MONTHS or 4,000 HOURS OF USE, whichever occurs first, following the earlier of (i) date of delivery to the first purchaser or (ii) the date put into service. Covered components are as follows:

- Engine - Block, head and internal components. Excludes all seals and gaskets;
- Transmission - Control valve, torque converter, internal shafts, gears and housing;
- Drive Axle & Differential - Excludes brake components & seals;
- Electric Drive Motors - Excludes brushes;
- Electronic Control Panels and Contactor Panel - Excludes contact tips & fuses.

**Oil Cooled Disc Brake Warranty:** 60 MONTHS or 10,000 HOURS, whichever occurs first, following the earlier of (i) the date of delivery to the first purchaser or (ii) the date put into service. Covered components are as follows:

- Friction Disks
- Separator Plates
- Seals
- Pistons

### DIAC OPTIONS

DIAC, at its option, will repair or replace any part of the Lift Truck that fails to conform to the warranty stated herein.

### LIMITATIONS AND EXCLUSIONS

1. This warranty does not cover:
  - Mechanical breakdown caused by a defect that DIAC publicly announced it would correct and the customer failed to return the Lift Truck for the correction.
  - Required scheduled maintenance to maintain the Lift Truck's performance, or reduction of operating performance due to normal wear on the drive train components.
  - Traction batteries, chargers, tires, and attachments not manufactured by DIAC are covered solely by the warranties of the manufacturers.
  - Any parts or accessories installed on the Lift Truck which were not manufactured, recommended or installed by DIAC.
  - Repairs or modifications made by other than a DIAC authorized source.
  - Abuse, accident, negligence and/or improper repair or storage.
  - Customer's unreasonable delay in making the Lift Truck available after being notified of a potential product problem.
  - Use beyond the Lift Truck's rated capacity.
  - Cost of a rental or loaner lift truck.
  - Defects which result from an incident, misuse, lack of proper maintenance, improper repairs or parts replacement or use of replacement parts not conforming to DIAC standards.

- Routine replacement of wear items, consumable parts such as, but not limited to, bearings, belts, tune up parts, oils, motor brushes, contact tips, fuses and switches.
- Adjustments.

2. DIAC is not responsible for loss of use, loss of time, inconvenience or other incidental charges or consequential damages.

3. The sole remedies for liability of any kind with respect to the Lift Truck covered under this warranty and all other performance by DIAC under or pursuant to this warranty or with respect to the purchaser's use of this Lift Truck, including negligence, shall be limited to the remedy expressly provided in this warranty and shall in no event include any expense, loss or damage, whether direct, incidental, consequential or exemplary, arising in connection with the sale or use of, or inability to use the Lift Truck for any purpose even if DIAC has been advised of the possibility of such damages. In no event shall DIAC'S liability with respect to the Lift Truck covered under this warranty exceed the cost of correcting defects in the Lift Truck as herein provided, and upon the expiration of this warranty, any such liability shall terminate.

### CUSTOMER RESPONSIBILITY

- All taxes.
- Expenses to investigate complaints, unless the problem is caused by a defect in DIAC material or workmanship.
- Giving timely notice of defects covered by this warranty and promptly making the Lift Truck available for repair.
- Giving timely prior written notice of the transfer of ownership of the Lift Truck covered by this warranty.
- Immediately removing from service any Lift Truck with known failed or defective components.

In order for this warranty to be effective, DIAC requires all warranty work to be performed by an authorized DIAC dealer, recommended maintenance be performed, service records be completed and available for inspection by DIAC, and defective parts be available for return to DIAC. Also, the hour meter shall not have been tampered with or disconnected. Parts replaced under this warranty are warranted only for the balance of the Lift Truck warranty period. All fluids and lubricants must meet DIAC specifications.

**THE EXPRESS WRITTEN WARRANTY STATED ABOVE IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED. NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR USE OR A PARTICULAR PURPOSE SHALL APPLY. DIAC IS NOT LIABLE FOR PUNITIVE, INDIRECT, INCIDENTAL, SPECIAL CONSEQUENTIAL OR OTHER SIMILAR DAMAGES ARISING OUT OF ANY BREACH OF THIS WARRANTY OR IN CONNECTION WITH THE USE OF THE INDUSTRIAL LIFT TRUCK COVERED BY THIS WARRANTY, INCLUDING ANY COST OR EXPENSE OR PROVIDING SUBSTITUTE EQUIPMENT OR SERVICE DURING PERIODS OF MALFUNCTION OR NON-USE PENDING COMPLETION OF REPAIRS UNDER THIS WARRANTY.**

No authorized DOOSAN dealer is permitted or authorized to waive, modify or amend any terms, conditions, or limitations of this warranty and DOOSAN does not authorize any person or entity to create for DOOSAN any obligation, liability, or other warranty in connection with any Lift Truck.

Distributed by:  
**DOOSAN INFRACORE AMERICA CORPORATION**  
4350 Renaissance Parkway  
Warrensville Heights, OH 44128-5758



LIFT TRUCKS

## Oil Cooled Disc Brake (OCDB) Warranty

- transferable throughout warranty period -

**DOOSAN INFRACORE AMERICA CORPORATION (DIAC)** warrants repairs required to DIAC Industrial Lift Trucks sold by DIAC (Lift Trucks) due to defects in material or workmanship will be made at no charge for parts and/or labor during the warranty period specified in accordance with the terms listed below.

### WARRANTY PERIOD

Oil Cooled Disc Brake Warranty: 60 MONTHS or 10,000 HOURS, whichever occurs first, following the earlier of (i) the date of delivery to the first purchaser or (ii) the date put into service. Covered components are as follows:

- Friction Disks
- Separator Plates
- Seals
- Pistons

### DIAC OPTIONS

DIAC, at its option, will repair or replace any part of the Oil Cooled Disc Brake system that fails to conform to the warranty stated herein.

### LIMITATIONS AND EXCLUSIONS

1. This warranty does not cover:
  - Not performing regularly scheduled maintenance to ensure proper operation of the brake system, as prescribed by DIAC in the corresponding operation and maintenance manual;
  - Unauthorized modification made to the industrial lift truck that affects the operation of the brake system;
  - Acts of nature and other circumstances beyond the control of DIAC;
  - Damage caused by other non-warranted problems within the industrial lift truck;
  - Any parts or accessories installed on the Lift Truck which were not manufactured, recommended or installed by DIAC;
  - Repairs or modifications made by other than a DIAC authorized source.
  - Abuse, accident, negligence and/or improper repair or storage;
  - Customer's unreasonable delay in making the Lift Truck available after being notified of a potential product problem;
  - Cost of a rental or loaner lift truck;
  - Defects which result from an incident, misuse, lack of proper maintenance, improper repairs or parts replacement or use of replacement parts not conforming to DIAC standards.
2. DIAC is not responsible for loss of use, loss of time, inconvenience or other incidental charges or consequential damages.
3. The sole remedies for liability of any kind with respect to the Lift Truck covered under this warranty and all other performance by DIAC under or pursuant to this warranty or with respect to the purchaser's use of this Lift Truck, including negligence, shall be limited to the remedy expressly provided in this warranty and shall in no event include any expense, loss or damage, whether direct, incidental, consequential or exemplary.

arising in connection with the sale or use of, or inability to use the Lift Truck for any purpose even if DIAC has been advised of the possibility of such damages. In no event shall DIAC'S liability with respect to the Lift Truck covered under this warranty exceed the cost of correcting defects in the Lift Truck as herein provided, and upon the expiration of this warranty, any such liability shall terminate.

### CUSTOMER RESPONSIBILITY

- All taxes;
- Expenses to investigate complaints, unless the problem is caused by a defect in DIAC material or workmanship;
- Giving timely notice of defects covered by this warranty and promptly making the Lift Truck available for repair;
- Giving timely prior written notice of the transfer of ownership of the Lift Truck covered by this warranty;
- Immediately removing from service any Lift Truck with known failed or defective components;
- Travel/Carriage.

In order for this warranty to be effective, DIAC requires all warranty work to be performed by an authorized DIAC dealer, recommended maintenance be performed, service records be completed and available for inspection by DIAC, and defective parts be available for return to DIAC. Also, the hour meter shall not have been tampered with or disconnected. Parts replaced under this warranty are warranted only for the balance of the Lift Truck warranty period. All fluids and lubricants must meet DIAC specifications.

**THE EXPRESS WRITTEN WARRANTY STATED ABOVE IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED. NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR USE OR A PARTICULAR PURPOSE SHALL APPLY. DIAC IS NOT LIABLE FOR PUNITIVE, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR OTHER SIMILAR DAMAGES ARISING OUT OF ANY BREACH OF THIS WARRANTY OR IN CONNECTION WITH THE USE OF THE INDUSTRIAL LIFT TRUCK COVERED BY THIS WARRANTY, INCLUDING ANY COST OR EXPENSE OR PROVIDING SUBSTITUTE EQUIPMENT OR SERVICE DURING PERIODS OF MALFUNCTION OR NON-USE PENDING COMPLETION OF REPAIRS UNDER THIS WARRANTY.**

No authorized DIAC dealer is permitted or authorized to waive, modify or amend any terms, conditions, or limitations of this warranty and DIAC does not authorize any person or entity to create for DIAC any obligation, liability, or other warranty in connection with any Lift Truck.

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