

**TRACKED LIFTS**  
**Goodwill Service Program Terms and Conditions**

07/01/2026

**1. Program Purpose.**

Following the liquidation of Omme Lift A/S (“OMME”), Tracked Lifts has established this voluntary Goodwill Service Program to provide transitional support to U.S. owners of OMME spider/tracked aerial work platforms. Tracked Lifts offers this program solely as a discretionary accommodation and does not assume, replace, extend, or supplement any legal OMME warranty obligations.

**2. Voluntary and Discretionary Nature; Right to Modify or Terminate.**

This program is entirely voluntary. It does not create any contractual rights, warranty rights, or legally enforceable obligations. Tracked Lifts reserves the right to modify, suspend, limit, or discontinue this program, in whole or in part, at any time in its sole discretion, without prior notice and without liability.

**3. Eligibility and “Qualifying Repairs.”**

To be eligible, a repair must meet all of the following criteria (as determined by Tracked Lifts in its sole discretion):

- The machine must be within OMME’s original one-year warranty period (measured from the date of original sale to the end user).
- Customer must provide proof of original purchase date.
- The defect must not result from: abuse, misuse, or neglect; inadequate or lacking maintenance; unauthorized modification, alteration, or repair by persons other than Tracked Lifts; accident or damage during transport; normal wear and tear; or use inconsistent with the manufacturer’s operating instructions.

**4. What Is Covered; What Is Not Covered.**

**Covered:** Complimentary service labor for qualifying repairs performed at Tracked Lifts’ facility or, at Tracked Lifts’ election, on-site.

**Not Covered (customer’s responsibility):** All parts and materials; transportation/shipping to and from Tracked Lifts’ service facility; on-site travel surcharges (if applicable); indirect, incidental, or consequential damages (including but not limited to lost revenue, downtime, rental of substitute equipment); minor adjustments; cosmetic issues; and any repair not deemed a “qualifying repair.”

**5. Program Duration.**

This program is effective through April 30, 2027, unless earlier modified, suspended, or discontinued pursuant to Section 2 above. Expiration of the program does not create any obligation to extend or renew.

**6. Disclaimer of Warranties and Limitation of Liability.**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SERVICES AND PARTS PROVIDED UNDER THIS PROGRAM ARE PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND. TRACKED LIFTS EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL TRACKED LIFTS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING FROM OR RELATED TO SERVICES PERFORMED UNDER THIS PROGRAM.

**7. Independent Dealer; No Successor Liability.**

Tracked Lifts is an independent U.S. dealer. Tracked Lifts has not acquired OMME or any of its assets, has not succeeded to OMME’s business, and does not assume any of OMME’s debts, warranties, obligations, or liabilities.

**8. Safety, Continued Use, and Parts Availability.**

OMME equipment is classified as aerial work platform machinery subject to OSHA regulations and ANSI A92 standards. Because OMME can no longer issue safety notices, recalls, or technical bulletins, if you identify any safety concern you must immediately discontinue use and contact Tracked Lifts. Safe operation, maintenance, and regulatory compliance remain the sole responsibility of the owner/operator. Replacement parts availability is not guaranteed and may diminish over time as existing inventory is depleted and OMME is no longer manufacturing; customers are encouraged to contact Tracked Lifts as early as possible if parts may be needed.

**9. Standard Service Terms Required.**

All service performed by Tracked Lifts is subject to Tracked Lifts’ standard service terms and conditions, which must be executed by the customer before any work begins. In the event of conflict between this document and the standard service terms, the standard service terms shall control.

**10. Claims Against OMME’s Estate.**

You may have the right to submit a claim against OMME’s estate in the Danish liquidation proceedings, including for the remaining term of your manufacturer’s warranty. If you believe you may have such a claim, you may wish to consult your own legal counsel regarding the process for filing claims with OMME’s appointed liquidator. Tracked Lifts is not providing legal advice and cannot represent your interests in any such proceeding.

**11. Non-Reliance; Entire Statement.**

This document constitutes the complete statement of Tracked Lifts’ voluntary goodwill program and supersedes all prior informal assurances regarding post-OMME support. No oral or written statement by any Tracked Lifts employee or representative modifies these terms.

**12. Contact Information.**

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