

Subject: Installation of MEWP SHIELD System on Scissor Lifts

Subject to the terms and conditions of this letter, Lingong Heavy Machinery Co., Ltd (hereinafter referred to as "LGMG") conditionally approves the installation of the MEWP SHIELD System on some LGMG products. The company Protective Pty Ltd or the party responsible for the modification to LGMG products assumes the responsibility of the machine manufacturer, including ensuring that the modified products meet all applicable standards and requirements for use, obtaining an appropriate third-party certification if necessary, and providing all warranty, liability, service parts and support. This letter is valid from February 2024 to February 2025 and is only valid for the LGMG products sold in Australia, which are SS0407E, S0607E II, S0808E II, S0812E II, S1012E II, S1212E II, S1413E II, SR0818D, SR1018D, SR1218D, SR1023D, SR1323D, and SR1623D (hereinafter referred to as "the related products").

Warning:

The modification to LGMG machines shall be in strict accordance with all conditions, instructions and warnings contained in this letter. For the MEWP SHIELD System ("the System" hereinafter) operation, safety, support, and other information, please contact Protective Pty Ltd.

The operation of the System must strictly comply with the requirements of Protective Pty Ltd. The Owner/Employer/User/Operator of the related products, not LGMG, assumes the responsibility or liability for any incident involving personal injury, property damage, or equipment damage that may occur from the improper modification and improper operation.

Requirements for the Owner/Employer/User/Operator:

- a) No modification to the related products, or use of it outside the proposed application, is permitted outside the approval criteria contained hereinafter.
- b) A copy of this letter must accompany the operation manual at all times in the manual storage box located on the related products at the job-site where this modification is approved and authorized by the Employer/User.
- c) Attachment and use of the System shall be approved and authorized by the Owner of the related products.
- d) It is the responsibility of Protective Pty Ltd to perform a hazard analysis on the design, installation, and use of the System, and to ensure that the related products comply with the essential health and safety requirements applicable to

the jobsite, as well as local, state, provincial, and federal rules and regulations, and standards on the use of the related products.

- e) The Operator must be trained and qualified to safely operate the related products modified, or use them in a proposed application, and be familiar with the related products as follows:
 - 1) Be familiar, and comply, with the operation and maintenance manuals of the related products.
 - 2) Understand all control functions, decals, and warnings of the related products;
 - 3) Know and use all safety devices specific to the related products being used.
 - 4) Be instructed regarding the specific hazards associated with using the related products, in their modified state and in the proposed application, and utilize all means, including those provided by the Owner/Employer/User, to avoid the hazards.
- f) The Owner/Employer/User/Operator shall comply with all applicable jobsite, local, state, provincial, or federal rules, regulations, and standards on the use of the related products and their modification.
- g) The related products must be in proper working condition and configuration.
- h) The System shall not interfere with or obstruct the safe use or normal operation of the related products in any way, including but not limited to
 - 1) lanyard attachment points;
 - 2) operator controls;
 - 3) entry and exit, including ladders, etc.;
 - 4) moving components;
 - 5) Scissor lift control system.
- i) No drilling, welding, or other modification to the structure or components of the related products is permitted in the installation of the System.
- j) If the System is attached to or placed on the platform, the weight of the System shall be considered as part of the platform load.

In consideration for LGMG's authorization herein, the Owner of the related products hereby agrees to indemnify and hold harmless LGMG and its parent and affiliated company against any and all liability, claims, suits, losses, costs and legal fees caused by, arising out of, or resulting from the approved modification, including

- a) Any negligent act or omission by the Owner/Employer/User/Operator during operation of the related products;
- b) The failure to comply with the requirements related to the modification requirements in the letter;
- c) Any design, manufacture, and installation of any modification;



- d) The safety rules and operating instructions in the operation manual;
- e) The design and placement of any safety signs;
- f) Any negligent act or omission by the Owner/Employer/User/Operator related to the related products, their application and their modification.

 **NOTE:**

**BY PROCEEDING WITH THE MODIFICATION/APPLICATION AUTHORIZED
HEREIN, YOU AGREE TO THE CONTENTS OF THIS LETTER AND ITS
CONDITIONS. IF YOU DO NOT AGREE, DO NOT PROCEED WITH THE
PROPOSED
MODIFICATION/APPLICATION.**

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