

NPK WARRANTY

BOOM MOUNTED SHEET PILE DRIVER

APPLICATION FOR WARRANTY MUST BE MADE WITHIN 30 WORKING DAYS OF FAILURE / REPAIR.

BASE WARRANTY (12 months)

NPK CONSTRUCTION EQUIPMENT, INC. ("NPK") warrants that new Boom Mounted Sheet Pile Drivers sold by NPK, excluding **MOTOR SEALS** and **RUBBER MOUNTS** which are covered by the PARTS LIMITED WARRANTY, will be free from defects in material or workmanship for a period of twelve (12) months, starting from the date of delivery to the first user.

MAIN COMPONENT EXTENDED WARRANTY (18 months or 1,500 operating hours)

The MAIN COMPONENT EXTENDED WARRANTY covers failure of the MAIN HOUSING, and the ECCENTRIC (excluding BEARINGS), resulting from defects in material or workmanship in those parts under normal use and service for the period starting with the expiration of the BASE WARRANTY and ends eighteen (18) months or 1,500 operating hours, whichever occurs first, from the date of delivery to the first user. NPK MAIN COMPONENT EXTENDED WARRANTY does not cover labor, travel expenses or the replacement or repair of any other part damaged due to MAIN HOUSING or ECCENTRIC failure or repair thereof.

LIMITED WARRANTY (30 days)

The **MOTOR SEALS** and **RUBBER MOUNTS** are covered by the LIMITED WARRANTY to be free from defects in material or workmanship for a period of thirty (30) days, starting from the date of delivery to the first user. NPK LIMITED WARRANTY **does not** cover labor or travel expenses.

THIS WARRANTY DOES NOT APPLY TO:

- REPLACEMENT PARTS, HYDRAULIC and MOUNTING INSTALLATION KIT PARTS, and HOSES, which are covered by other warranties.

NPK RESPONSIBILITY

NPK will, at its option, repair or replace with a new or reconditioned part, any warranted part that fails by reason of defective material or workmanship, free of charge delivered at a place of business of an NPK Dealer. Note: Parts replaced under warranty become the property of NPK.

During the twelve (12) month BASE WARRANTY period, NPK will pay the cost of labor at 75% of the posted shop rate that is necessary to install any repaired or replacement part during normal working hours. Overtime rates and travel expenses will not be reimbursed.

USER RESPONSIBILITY

- **Photos must accompany all warranties submitted to NPK. These photos can be 35mm, polaroid, or digital.**
- The installer, user, operator, repairer, assumes responsibility to read, understand and comply with NPK's written INSTALLATION, OPERATOR and SERVICE INSTRUCTIONS.
- Returning Warranty Registration to NPK at the time of installation.
- All costs associated with transporting the boom mounted sheet pile driver, or equipment to which the boom mounted sheet pile driver is installed, to an authorized NPK Dealer or other authorized location. NPK is not responsible for any expense incurred in field repair.

THESE WARRANTIES DO NOT COVER FAILURES RESULTING FROM:

- Installation, alteration, operation, maintenance, repair or storage which NPK judges improper.
- Not performing DAILY VISUAL INSPECTIONS and/or 20 HOUR INSPECTION AND RETIGHTENING as specified in the NPK MANUALS.
- Return line pressure exceeding 150 psi.
- Inadequate bearing lubrication.
- Operation after discovery of defective or worn parts.
- Unreasonable delay in making a repair after being notified of a potential product problem.

THESE WARRANTIES SPECIFICALLY EXCLUDE:

- Installations not approved by NPK.
- Replacement due to normal wear.
- Repairs by other than an authorized NPK Dealer.
- Use of parts not sold by NPK. **THE USE OF "WILL FIT" PARTS WILL VOID ALL NPK WARRANTIES.**
- Labor charges that are deemed excessive by NPK.
- Parts shipping charges in excess of those which are usual and customary. (Air freight, unless pre-approved, will not be covered.)
- Duties, brokerage fees, and local taxes.

WARRANTY REPAIRS DO NOT EXTEND THE STANDARD WARRANTY PERIOD.

LIMITATIONS AND EXCLUSIONS

Violation of any federal, provincial, state or local laws, ordinances, rules or regulations, or removal or alteration of product serial numbers void NPK's written product warranties. **Application for warranty must be made within 30 days of failure / repair.**

THIS PRODUCT MUST BE USED IN A SAFE AND LAWFUL MANNER IN COMPLIANCE WITH APPLICABLE OSHA REGULATIONS.

The written product warranties made by NPK set forth NPK's only obligations with respect to any claims of failure, defects or deficiencies in products sold by NPK. **NPK MAKES NO OTHER WARRANTIES OR REPRESENTATIONS WHATSOEVER, EXPRESS OR IMPLIED, OF THE QUALITY, PERFORMANCE, DURABILITY, MATERIALS, WORKMANSHIP, SUITABILITY, CONDITION, DESIGN OR UTILITY OF PRODUCTS SOLD BY NPK, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS, ALL SUCH OTHER WARRANTIES AND REPRESENTATIONS BEING HEREBY EXPRESSLY EXCLUDED. NPK SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, COSTS, LOSSES OR LIABILITIES ON ACCOUNT OF DELAY OR DOWNTIME.**

DISCLAIMER REGARDING OTHER REPRESENTATIONS OR WARRANTIES

No person is authorized to grant any other warranties or to assume any other liability on NPK's behalf unless made or assumed in writing by an officer of NPK. No person is authorized to grant any warranties or to assume any liabilities on the seller's behalf unless made or assumed in writing by the seller.