

NPK WARRANTY HARD CAR UNLOADER

"Use Genuine NPK Parts" 6/08

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

BASE WARRANTY (6 months)

NPK CONSTRUCTION EQUIPMENT, INC. ("NPK") warrants that the new Unloader Systems sold by NPK will be free from defects in material or workmanship for a period of six (6) months, starting from the date of delivery to the initial user.

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

The MAIN COMPONENT EXTENDED WARRANTY covers failure of the BASE, SWING FRAME, BOOM and STICK, resulting from defects in material or workmanship of those parts, under normal use and service, for the period starting with the expiration of the BASE WARRANTY, and ending twelve (12) months or 1,500 operating hours, whichever occurs first, from the date of delivery of the Unloader System to the initial user. NPK MAIN COMPONENT EXTENDED WARRANTY **does not** cover labor, travel expenses or the replacement or repair of any other part damaged due to the BASE, SWING FRAME, BOOM or STICK failure or repair thereof. This warranty will not cover wear items, bushings, valves and cylinder packing.

NPK RESPONSIBILITY

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

During the six (6) 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.
- Supplying a hydraulic oil sample from the hydraulic system upon request by NPK.

THESE WARRANTIES DO NOT COVER FAILURES RESULTING FROM:

- Installation, alteration, operation, maintenance, repair or storage which NPK judges improper.
- Not performing DAILY VISUAL INSPECTIONS as specified in the NPK MANUALS.
- Contaminated hydraulic oil.
- 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 the removal or alteration of product serial numbers, voids 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.

Internet: www.npkce.com

As used in this warranty the term NPK means NPK CONSTRUCTION EQUIPMENT, INC., WALTON HILLS, OHIO, U.S.A.