

NPK WARRANTY

HYDRAULIC and MOUNTING INSTALLATION KITS

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

PARTS WARRANTY (90 days)

NPK CONSTRUCTION EQUIPMENT, INC. ("NPK") warrants that new hydraulic and mounting installation kits sold by NPK will be free from defects in material or workmanship for a period ending on the earliest of (a) the expiration of ninety (90) days, starting from the date of installation or (b) the expiration of six (6) months from the date of shipment of the kit by NPK. ***NPK Installation Kit Warranty does not cover labor or travel expenses.***

THIS WARRANTY DOES NOT APPLY TO:

- Installation on carrier other than specified on Kit Bill of Materials.
- REPLACEMENT PARTS, which are covered by separate warranty.

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.

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.
- If hydraulic kit has been in your inventory over 6 months, call NPK for upgrade information before starting installation.
- All labor costs.
- Any expense incurred by field repair.
- Returning Warranty Registration to NPK at the time of installation.
- Perform post-installation inspection and make adjustments as necessary.
- Supplying a hydraulic oil sample from the carrier machine 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 and RETIGHTENING as specified in the NPK MANUALS.
- 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:

- **Operation of products not sold by NPK.**
- Installation not approved by NPK.
- Replacement due to normal wear.
- Use of parts not sold by NPK. **THE USE OF "WILL FIT" PARTS WILL VOID ALL NPK WARRANTIES.**
- 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.