



3 YEAR LIMITED WARRANTY BOOM MOUNTED HYDRAULIC HAMMER

NPK genuine parts (including tool bits) must be used in the hammer for the complete term of the warranty. The use of non-NPK parts will void the entire term of this warranty.

This warranty is Non-Transferable.

BASE WARRANTY COVERAGE:

NPK CONSTRUCTION EQUIPMENT, INC. ("NPK") warrants that new Boom Mounted Hydraulic Hammers sold by NPK will be free from defects in material or workmanship for a period of 12 (twelve) months, starting from the date of delivery to the first user. This warranty will cover service items for a period of 6 (six) months; service items are all seals, o-rings, rubber mounts, and tie rods. This warranty excludes all wear items. Wear items are the retaining pin, both upper and lower tool bushings and impact ring.

EXTENDED WARRANTY (24 months) COVERAGE:

Beginning after the expiration of the base warranty, and the NPK authorized dealer inspection has been performed (see details below *): The main body, tool holder, gas head, valve case, piston, and sleeves will be warrantable. No other parts or labor will be warrantable.

****In order to receive the Extended Coverage, the hammer must be taken to an authorized NPK Dealer between the 11 and 13 month period after the date of installation for a routine inspection of all components and reseal. If the routine inspection and reseal is not performed, the Extended and Super Extended Coverage is null and void.***

SUPER EXTENDED WARRANTY (36 months) COVERAGE:

Beginning after the expiration of the extended warranty, and the NPK authorized dealer inspection has been performed (see details below**): The main body, tool holder, gas head and valve case will be warrantable. No other parts or labor will be warrantable.

*****In order to receive the Super Extended Coverage, the hammer must be taken to an authorized NPK Dealer between the 23 and 25 month period after the date of installation for a routine inspection of all components and reseal. If the routine inspection and reseal is not performed, the Super Extended Coverage is null and void.***

THIS WARRANTY DOES NOT APPLY TO:

DEMOLITION TOOLS and ACCESSORY TOOLS, HYDRAULIC and MOUNTING INSTALLATION KIT PARTS, HOSES, or REPLACEMENT PARTS, which are warrantable 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.

NOTE: No labor warrantable for Extended Warranties.

USER RESPONSIBILITY

- Parts / labor costs for the extended warranty inspections.
- Photos must accompany all warranties submitted to NPK. These photos can be prints or digital (preferred).
- The installer, user, operator, repairer, assumes responsibility to read, understand and comply with NPK's written INSTALLATION, OPERATOR and SERVICE INSTRUCTIONS.
- Registering warranty with NPK at the time of installation.
- All costs associated with transporting the NPK product, or equipment to which the NPK product is installed, to an authorized NPK Dealer or other authorized location. NPK is not responsible for any expense incurred in field repair.
- Supplying a hydraulic oil sample from the carrier machine upon request by NPK.

THESE WARRANTIES DO NOT COVER FAILURES RESULTING FROM:

- Misuse, abuse, alteration or improper installation.
- Maintenance, repair or storage which NPK judges improper.
- Not performing daily visual inspections as specified in the NPK manuals.
- Exceeding the tool and/or tool bushing wear limit.
- Underwater operation without the NPK Underwater Kit installed on the hammer and supplying air to the hammer per the NPK Underwater Instruction Manual.
- Operation after discovery of defective or worn parts.
- Unreasonable delay in making a repair after being notified of a potential product problem.
 - Two work shift / per day hammer operation.
 - Steel mill operation.

THESE WARRANTIES SPECIFICALLY EXCLUDE:

- Failures determined by NPK due to lack of lubrication, improper installation, poor maintenance or improper operation.
- 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 warrantable.)
- 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.