



**THIS WARRANTY IS PROVIDED BY NPK MINING EQUIPMENT LLC, WALTON HILLS, OHIO U.S.A., WHICH IS SOMETIMES REFERRED TO BELOW AS NPK MINING OR NPK.**

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

***This warranty is Non-Transferable.***

### **BASE WARRANTY COVERAGE, NPK MINING**

NPK Mining warrants that all equipment supplied shall be free from defects in materials and workmanship for a period of 12 (twelve) months or 1200 hours from delivery date, whichever comes first. The period of time in which the customer is entitled to claim warranty amounts is limited to 12 (twelve) months at maximum after delivery at customer site. This warranty covers parts, associated freight and labor costs as per NPK's guidelines.

### **BASE WARRANTY COVERAGE, ENGINE:**

NPK Mining warrants that the engine shall be free from defects in materials and workmanship under normal use and service for a period of 12 (twelve) months or 1200 hours from the delivery date, whichever comes first. All scheduled maintenance must be performed by an authorized personnel during the 12 (twelve) months or 1200 hour period. Additional coverage may be available from the particular engine "original equipment manufacturer (OEM)" above and beyond the 12 (twelve) months or 1200 hour base warranty coverage.

### **BASE WARRANTY COVERAGE, ATTACHMENTS:**

NPK Mining warrants that the attachments shall be free from defects in materials and workmanship under normal use and service for a period of 12 (twelve) months or 1200 hours from the delivery date, whichever comes first. All scheduled maintenance, proper up-keep and usage must be maintained by the end-user. Attachments can be defined as, but not limited to: welders, water pumps, air pumps, material pumps, generators, hydraulic hammers, hydraulic work tools, cranes, etc.

### **NPK MINING RESPONSIBILITY**

NPK Mining 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 Mining.* During the BASE WARRANTY period, NPK Mining will pay the cost of labor, travel time, and mileage at 75% of the posted field labor, travel, and mileage rate that is necessary to install any repaired or replacement part during normal working hours. Overtime rates will not be reimbursed.

### **DEALER/USER RESPONSIBILITY**

- Photos must accompany all warranty claims submitted to NPK Mining. *These photos can be prints or digital (preferred).*
- The installer, user, operator, repairer, assumes responsibility to read, understand and comply with the NPK Mining written INSTALLATION, OPERATOR and SERVICE INSTRUCTIONS.
- Submitting Warranty Registration to NPK Mining at the time of machine installation.
- Supplying a oil sample from vehicle systems upon request by NPK Mining.
- All costs associated with transporting the NPK Mining product to an authorized NPK Dealer or other authorized location.

### **THESE WARRANTIES DO NOT COVER FAILURES RESULTING FROM:**

- Installation, alteration, operation, maintenance, repair or storage which NPK Mining judges improper.
- Not performing DAILY VISUAL INSPECTIONS as specified in the NPK Mining manuals.
- Contaminated hydraulic or engine powertrain 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:**

- Applications not approved by NPK Mining.
  - Replacements due to normal wear.
  - Repairs by other than an authorized NPK Mining Dealer.
  - Use of non-OEM parts and filters. **THE USE OF "WILL FIT" NON-APPROVED PARTS WILL VOID ALL NPK WARRANTIES.**
  - Labor charges that are deemed excessive by NPK Mining.
  - 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 the removal or alteration of product serial numbers voids NPK Mining written product warranties. **Application for warranty must be made within 30 days of failure / repair.**

**THESE PRODUCTS MUST BE USED IN A SAFE AND LAWFUL MANNER IN COMPLIANCE WITH APPLICABLE OSHA REGULATIONS.**

The written product warranties made by NPK Mining 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.