

NPK WARRANTY REPLACEMENT PARTS

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

REPLACEMENT PARTS WARRANTY (90 days)

NPK CONSTRUCTION EQUIPMENT, INC. ("NPK") warrants that new Replacement Parts sold by NPK will be free from defects in material or workmanship for a period of ninety (90) days, starting from the date of installation. NPK Replacement Parts Warranty **does not** cover labor or travel expenses. Note: Unexpired New Product Warranty has priority over Replacement Parts Warranty.

THIS WARRANTY DOES NOT APPLY TO:

- Wear items such as upper and lower tool bushings, impact ring, retaining bars and pins.
- Tools (covered under separate Tool 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.
- All labor costs.
- Any expense incurred by field repair.
- 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/or RETIGHTENING of fasteners after initial 20 operating hours after repair.
- Exceeding the tool and/or tool bushing wear limit.
- Underwater operation.
- 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.
- 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.