# NPK WARRANTY STANDARD DEMOLITION AND ACCESSORY TOOLS

STANDARD DEMOLITION and ACCESSORY TOOLS WARRANTY (30 days)

NPK CONSTRUCTION EQUIPMENT, INC. ("NPK") warrants that new Standard Demolition Tools, and other Standard Accessory Tools sold by NPK will be free from defects in material or workmanship for a period of thirty (30) days, starting from the date of installation. NPK reserves the full right to determine if, and to what extent, warranty adjustments may be made for breakage of the demolition or other accessory tools. NPK Tool Warranty does not cover labor or travel expenses.

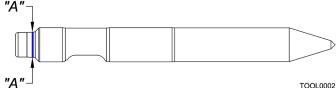
#### THIS WARRANTY DOES NOT APPLY TO:

Custom or special application tools which are excluded from warranty.

#### NPK RESPONSIBILITY

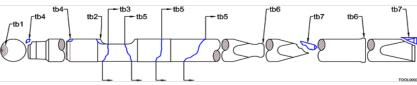
NPK will, at its option, replace with a new or reconditioned tool, any warranted tool that fails by reason of defective material or workmanship, free of charge delivered at a place of business of an NPK Dealer. Tool breakage is specifically covered ONLY for straight across breakage as shown at locations A.

For warranted tool failures, a prorated credit, up to 80% maximum, will be issued for tools with tip wear greater than 50 mm on chisel and moil points, or 30 mm on blunt end tools. Note: Parts replaced under warranty become the property of NPK.



#### **USER RESPONSIBILITY**

- Photos and all numbers from retaining pin slot must accompany all warranties submitted to NPK. These photos can be 35 mm, 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.
- Tool failures as shown at locations tb. (see NPK Operators Manual for correct operating procedures.)



### CAUSE OF **FAILURE**

tb1 - Typical break from bending overload.

tb2 and tb3 - repeated blank hammering.

tb3 - bending overload due to excessive wear of the tool bushings

tb4 - corner loading due to excessive wear of the tool bushings.

tb5 - bending overload from excessive prying or slant hammering.

tb6 - deformation from overheating by hammering in the same position for more than 30 seconds.

tb7 - chipped, due to wrong application, or overheating by hammering in same position for over 30 seconds.

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

- Installation, alteration, operation, maintenance, repair or storage which NPK judges improper.
- Inadequate lubrication.
- Exceeding the tool and/or tool bushing wear limit.
- Unreasonable delay in making a repair after being notified of a potential product problem.

#### THESE WARRANTIES SPECIFICALLY EXCLUDE:

- Any tool which is altered, welded, hardfaced or resharp ened
- Replacement due to tip or shank wear.
- Installations not approved by NPK.
- 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.

Internet: www.npkce.com

#### 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 WHAT-SOEVER, EXPRESS OR IMPLIED, OF THE QUALITY, PERFORMANCE, DURABILITY, MATERIALS, WORKMANSHIP, SUITABILITY, CONDITION, DESIGN OR UTILITY OF PRODUCTS SOLD BY NPK, INCLUDING WITHOUT LIMITATION, IMPLIED WAR-RANTIES 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. As used in this warranty the term NPK means NPK CONSTRUCTION EQUIPMENT, INC., WALTON HILLS, OHIO, U.S.A.