

3 YEAR LIMITED WARRANTY PH-SERIES 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 this warranty in its entirety. This warranty is non-transferable.

WARRANTY COVERAGE (Year 1):

NPK CONSTRUCTION EQUIPMENT, INC. ("NPK") warrants that new PH06, PH07, PH1, PH2, PH3, and PH4 Hydraulic Hammers sold by NPK will be free from defects in material and workmanship for a period of twelve (12) months, starting from the date of delivery to the first user. This warranty covers parts and labor subject to the terms hereof.

WARRANTY COVERAGE (Year 2):

For a period of twelve (12) months beginning after the expiration of the first year of coverage, the NPK warranty covers the main body, gas head, valve, piston, and sleeves. No other parts are warranted, and labor associated with warranty service is not covered.

WARRANTY COVERAGE (Year 3):

For a period of twelve (12) months beginning after the expiration of second year of coverage, the NPK warranty covers the main body, gas head, and valve. No other parts are warranted, and labor associated with warranty service is not covered.

THIS WARRANTY DOES NOT APPLY TO:

DEMOLITION TOOLS and ACCESSORY TOOLS, AUTO LUBES (both hammer and machine mounted), HYDRAULIC and MOUNTING INSTALLATION KIT PARTS, HOSES, or REPLACEMENT PARTS, which are covered by other warranties.

NPK'S RESPONSIBILITY

NPK will, at its option, either repair or replace, with a new or reconditioned part, any warranted part that fails by reason of defective material or workmanship. Such repair or replacement must be performed at the place of business of an authorized NPK Dealer. NPK's warranty covers costs of warranted parts and up to 75% of the authorized dealer's hourly shop rate for labor. Note: parts replaced under warranty become the property of NPK.

NOTE: NPK's warranty does not cover any labor for any repair past the initial 12-month coverage period.

USER RESPONSIBILITY

- Application for warranty service must be made within 30 days of discovery of a defect covered by this warranty.
- Digital photos, work orders, and an incident number provided by NPK must accompany all warranty claims.
- The installer, user, and operator of the covered equipment is responsible for reading, understanding, and complying with NPK's written INSTALLATION, OPERATOR, and SERVICE INSTRUCTIONS.
- The purchaser is responsible for:
 - Registering the NPK product 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.
- **THE USER IS RESPONSIBLE FOR USING THIS PRODUCT IN A SAFE AND LAWFUL MANNER IN COMPLIANCE WITH APPLICABLE OSHA REGULATIONS.**

NPK'S WARRANTIES DO NOT COVER DEFECTS OR FAILURES RESULTING FROM:

- Normal wear and tear.
- Misuse, abuse, alteration, or improper installation.
- Maintenance, repair, or storage which NPK judges improper.
- Failure to perform daily visual inspections and retightening as specified in the NPK manuals.
- Lack of lubrication, poor maintenance, or improper operation.
- 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.

NPK's WARRANTY SPECIFICALLY EXCLUDE:

- Repairs performed by anyone other than an authorized NPK Dealer.
- Use of parts not sold by NPK. **THE USE OF "WILL FIT" PARTS WILL VOID ALL NPK WARRANTIES.**
- All wear items (e.g., retaining pin, tool bushing, fasteners, and seals).
- Labor hours deemed excessive by NPK.
- Overtime rates and travel expenses will not be reimbursed.
- Shipping charges in excess of those that are usual and customary. (Air freight, unless pre-approved, is not covered.)
- Duties, brokerage fees, and local taxes.
- Shop supplies, oil, and grease.

***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, will void NPK's warranties.

This warranty sets 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 FOR A PARTICULAR PURPOSE, ALL SUCH OTHER WARRANTIES AND REPRESENTATIONS BEING HEREBY EXPRESSLY DISCLAIMED. NPK SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, COSTS, LOSSES OR LIABILITIES ON ACCOUNT OF DELAY OR DOWNTIME.**

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.