

# NPK WARRANTY

## STANDARD DEMOLITION AND ACCESSORY TOOLS

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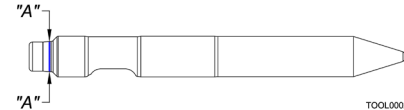
NPK CONSTRUCTION EQUIPMENT, INC. ("NPK") warrants that new Standard Demolition Tools, and other Standard Accessory Tools sold by NPK will be free from defects in material or workmanship for a period of thirty (30) days, starting from the date of installation. NPK reserves the full right to determine if, and to what extent, warranty adjustments may be made for breakage of the demolition or other accessory tools.

### THIS WARRANTY DOES NOT APPLY TO:

Custom or special application tools which are excluded from warranty.

### NPK's RESPONSIBILITY

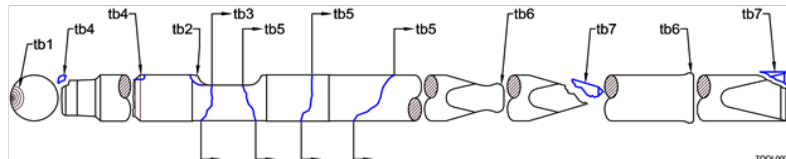
NPK will, at its option, replace with a new or reconditioned tool, any warranted tool that fails by reason of defective material or workmanship, free of charge delivered at a place of business of an NPK Dealer. Tool breakage is specifically covered ONLY for straight across breakage as shown at locations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

- Application for warranty service must be made within 30 days of discovery of a defect covered by this warranty.
- Digital photos, work orders, an incident number provided by NPK, and all numbers from retaining pin slot must accompany all warranty claims.
- 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.
- **THE USER IS RESPONSIBLE FOR USING THIS PRODUCT IN A SAFE AND LAWFUL MANNER IN COMPLIANCE WITH APPLICABLE OSHA REGULATIONS.**

### 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.

### NPK's WARRANTIES DO NOT COVER DEFECTS OR 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.

### NPK'S WARRANTIES SPECIFICALLY EXCLUDE:

- Any tool which is altered, welded, hardfaced or resharpened.
- 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.
- Labor or travel expenses.
- 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 written product 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, 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.**

**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.**