

# NPK WARRANTY

## BOOM MOUNTED SHEET PILE DRIVER

### BASE WARRANTY (12 months)

NPK CONSTRUCTION EQUIPMENT, INC. ("NPK") warrants that new Boom Mounted Sheet Pile Drivers sold by NPK, excluding **MOTOR SEALS** and **RUBBER MOUNTS** which are covered by the PARTS LIMITED WARRANTY, will be free from defects in material or workmanship for a period of twelve (12) months, starting from the date of delivery to the first user.

### MAIN COMPONENT EXTENDED WARRANTY (18 months or 1,500 operating hours)

The MAIN COMPONENT EXTENDED WARRANTY covers failure of the MAIN HOUSING, and the ECCENTRIC (excluding BEARINGS), resulting from defects in material or workmanship in those parts under normal use and service for the period starting with the expiration of the BASE WARRANTY and ends eighteen (18) months or 1,500 operating hours, whichever occurs first, from the date of delivery to the first user. NPK MAIN COMPONENT EXTENDED WARRANTY does not cover labor, travel expenses or the replacement or repair of any other part damaged due to MAIN HOUSING or ECCENTRIC failure or repair thereof.

### LIMITED WARRANTY (30 days)

The **MOTOR SEALS** and **RUBBER MOUNTS** are covered by the LIMITED WARRANTY to be free from defects in material or workmanship for a period of thirty (30) days, starting from the date of delivery to the first user. NPK LIMITED WARRANTY **does not** cover labor or travel expenses.

### THIS WARRANTY DOES NOT APPLY TO:

REPLACEMENT PARTS, HYDRAULIC and MOUNTING INSTALLATION KIT PARTS, and HOSES, which are covered by other warranties.

### NPK 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

- Unreasonable delay in making a repair after being notified of a potential product problem.
- Return line pressure exceeding 150 psi.

### NPK's WARRANTIES 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.**
- 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, will not be 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, 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.**

### 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, operator, repairer, assumes responsibility to read, understand and comply 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.**

### THESE 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.
- Operation after discovery of defective or worn parts.