

NPK WARRANTY

BOOM MOUNTED MATERIAL PROCESSORS, CONCRETE CRUSHERS, AND SHEARS

NPK genuine parts must be used 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.

BASE WARRANTY (12 months or 1500 hours)

NPK CONSTRUCTION EQUIPMENT, INC. ("NPK") warrants that Boom Mounted Material Processors, Concrete Crushers, and Shears sold by NPK will be free from defects in material or workmanship for a period of twelve (12) months or 1500 operating hours, whichever occurs first, starting from the date of delivery to the first user.

THIS WARRANTY DOES NOT APPLY TO:

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.

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, improper installation, poor maintenance, or improper operation.
- Exceeding the steel cutter wear limit.
- Failures resulting from jaw / tooth wear that is beyond the limits as specified in the NPK Service or Instruction Manuals.
- Not following the NPK recommended welding procedure.
- Operation after discovery of defective or worn parts.
- Unreasonable delay in making a repair after being notified of a potential product problem.

NPK's WARRANTY SPECIFICALLY EXCLUDE:

- Installations not approved by NPK.
- 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 (crusher jaws/tooth plates/steel cutters).
- Hardface welding to build up wear surfaces.
- Any attachment or alteration to the crusher jaws.
- 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 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.