

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)

NPK CONSTRUCTION EQUIPMENT, INC. ("NPK") warrants for twelve (12) months following first use, demo, or delivery to the original end user, that the NPK Demolition Grab to be free from defects in material and workmanship as originally supplied under normal use and maintenance.

THIS WARRANTY DOES NOT APPLY TO:

Items considered to be wear items such as secondary attachment, cutter/wear bar, swivel adaptor, seals, bolts, nuts, hydraulic hoses, fittings.

NPK's RESPONSIBILITY

NPK will, at its option, 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 cov- . Labor charges deemed excessive by NPK. ers 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 **WARRANTY PERIOD.** 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 AP-PLICABLE OSHA REGULATIONS.

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

- Normal wear and tear.
- Installation, alteration, operation, maintenance, repair or storage which NPK judges to be improper.
- Not performing daily visual inspections and retightening as specified in the NPK Instruction Manual.
- Exceeding the maximum wear limits of jaw wear plates/cutters as specified in the NPK Instruction Manual.
- Exposure to extreme heat.
- Operation after discovery of damaged or worn parts that exceed NPK's maximum limits.
- Unreasonable delay in making repairs after being notified of a potential product problem.

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.
- Overtime rates and travel expenses will not be reimbursed.
- 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.
- Shop supplies, oil, and grease.

*WARRANTY REPAIRS DO NOT EXTEND THE STANDARD-

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 WHAT-SOEVER, EXPRESS OR IMPLIED, OF THE QUALITY, PERFOR-MANCE, 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 WAR-RANTIES AND REPRESENTATIONS BEING HEREBY EXPRESSLY EXCLUDED. NPK SHALL NOT BE LIABLE FOR SPECIAL, INCI-DENTAL 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.