

NPK WARRANTY

HYDRAULIC and MOUNTING INSTALLATION KITS

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.

PARTS WARRANTY (90 days)

NPK CONSTRUCTION EQUIPMENT, INC. ("NPK") warrants that new hydraulic and mounting installation kits sold by NPK will be free from defects in material or workmanship for a period ending on the earliest of (a) the expiration of ninety (90) days, starting from the date of installation or (b) the expiration of six (6) months from the date of shipment of the kit by NPK. **NPK Installation Kit Warranty does not cover labor or travel expenses.**

THIS WARRANTY DOES NOT APPLY TO:

Installation on carrier other than specified on kit bill of materials. REPLACEMENT PARTS, which are covered by a separate warranty.

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.
- If hydraulic kit has been in your inventory over 6 months, call NPK for upgrade information before starting installation.
- All labor costs.
- Any expense incurred by field repair.
- Perform post-installation inspection and make adjustments as necessary.
- Supplying a hydraulic oil sample from the carrier machine upon request by NPK.
- 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.
- Poor maintenance, lack of lubrication, repair, storage, or improper operation which NPK judges improper.
- Failure to perform daily visual inspections and retightening as specified in the NPK manuals.
- Operation after discovery of defective or worn parts.
- Unreasonable delay in making a repair 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.**
- 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.

LIMITATIONS AND EXCLUSIONS

Violation of any federal, provincial, state or local laws, ordinances, rules or regulations, or removal or alteration of product serial numbers 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.