

# **NPK** WARRANTY REPLACEMENT PARTS

***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.***

## **REPLACEMENT PARTS WARRANTY (90 days)**

NPK CONSTRUCTION EQUIPMENT, INC. ("NPK") warrants that new Replacement Parts sold by NPK will be free from defects in material or workmanship for a period of ninety (90) days, starting from the date of installation. NPK Replacement Parts Warranty **does not** cover labor or travel expenses. Note: Unexpired New Product Warranty has priority over Replacement Parts Warranty.

### **THIS WARRANTY DOES NOT APPLY TO:**

Wear items such as upper and lower tool bushings, impact ring, retaining bars and pins.  
Tools (covered under separate Tool 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 warranty parts. 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:
  - All labor costs.
  - Any expense incurred by 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:**

- Installation, alteration, operation, maintenance, repair or storage which NPK judges improper.
- Not performing daily visual inspections and retightening of fasteners.
- Exceeding the tool and/or tool bushing wear limit.
- Underwater operation.
- 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:**

- Installations not approved by NPK.
- Replacement due to normal wear.
- 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 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.**