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# Light Construction Equipment Consumer Warranty Policy



## **Table of Contents**

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Preface	Page 1
Distributor's Warranty Responsibilities	Page 1
Standard Warranties	Page 2
Warranty Coverage	Page 2
Warranty Limitations	Page 3
Disclaimer of Other Warranties	Page 3
Disclaimer of Other Liabilities	Page 3
Additional Terms and Conditions	Page 4

### **PREFACE**

This warranty policy (this "Policy") covers Light Equipment products manufactured and/or sold by Wacker Neuson and its subsidiaries. Compact Equipment and Climate Control Products will have detailed policies separate from this one.

### **YOUR DISTRIBUTOR'S WARRANTY RESPONSIBILITIES**

This Policy is to be used as a guide in determining warranty coverage and claim procedures for all Wacker Neuson Light Construction Equipment ("Equipment"). Refer to this Policy to decide whether a warranty claim may be justified and utilize it as a procedural guide for validity when completing warranty claims.

Warranty repair is the responsibility of all Wacker Neuson Distributors ("Distributors"). Credit for warranty repairs will only be given after the receipt by Wacker Neuson of Distributor's properly completed Wacker Neuson warranty claim. Warranty claim submittal requirements are described later in this Policy.

Distributor warranty responsibility begins upon receipt of Equipment. Each Distributor is responsible for inspecting Equipment for damage upon receipt; damage incurred during transit should be noted with the shipper prior to accepting the Equipment. The cost to repair damages incurred during transit will be settled between the receiving Distributor and the shipper. Damages incurred during transit will not be covered under the exclusive warranties and remedies contained in this Policy.

Distributor shall store new Equipment as is necessary to prevent deterioration, environmental damage or other damage and shall take such steps as are necessary to prepare Equipment for delivery to the end-user upon sale or assignment to their rental fleet. Before transferring Equipment to the end-user, Distributor shall review the Operator Manual with the end-user and review the preventive maintenance schedule, basic operation of the Equipment, and the warranty coverage. The end-user must be informed that only an authorized Wacker Neuson Distributor can perform any warranty repair and that only Wacker Neuson parts may be used.

Distributor can repair and file a warranty claim with Wacker Neuson once the Distributor determines that the repair is covered by this Policy. The Distributor should order the parts from Wacker Neuson as required to facilitate the repair. Upon receipt of the parts, Distributor should make the repair and test the Equipment. Upon completion of repair, the Distributor shall then submit a warranty claim to Wacker Neuson for final determination as to whether the repair falls within the guidelines of this Policy. Warranty claims should include the serial number, supporting documentation, photos, and any other required field in the online claim submission portal. Defective parts must be held by the Distributor until they receive either an RGA (Return Goods Authorization) number or credit for the repair.

Conditions which would require preapproval and an authorization number from a Wacker Neuson warranty representative:

- (a) Any repair which labor is estimated to exceed 8 hours.
- (b) Any repair which parts and labor are estimated to be greater than or equal to 50% of the dealers net price of the machine.
- (c) Any use of 3<sup>rd</sup> party contract maintenance and/or service providers.

## **STANDARD WARRANTIES**

Wacker Neuson warrants that all new Equipment will be free from defects in materials and workmanship, under normal use and service, for the applicable periods listed below. Placement into service is either A) the date of sale to the first end user or B) assignment of the Equipment into a rental, re-rent or demo fleet, whichever event hereof occurs first.

**Engines used are warranted solely through their respective manufacturer except where specifically outlined differently within this document.**

Equipment placed into the Distributor Floor Plan program must remain in new condition. For further detail on allotted hours please refer to the current Sales Policy.

Wacker Neuson warrants that any Light Equipment purchased out of Wacker Neuson's demonstration inventory will be free from defects in materials and workmanship, under normal use and service, for a period of (a) six (6) months from the date of sale or (b) the remainder of the standard Wacker Neuson new Equipment warranty described above, whichever period in clause (a) or (b) hereof is greater. Sale of demonstration Equipment is not considered as a sale of new Equipment for warranty purposes unless otherwise agreed to by authorized employees of Wacker Neuson. This warranty only applies to the first sale of used Equipment and not subsequent re-sales.

If, within the applicable warranty period, any Equipment shall be proved to Wacker Neuson satisfaction to be in need of other than routine service and/or preventative maintenance, such Equipment shall be repaired or replaced only as directed by Wacker Neuson.

Wacker Neuson sole obligation for valid warranty claims shall be limited to repair or replacement of the Equipment by Wacker Neuson or a Wacker Neuson authorized Distributor, at Wacker Neuson discretion, which shall be the end-user's exclusive remedy hereunder. This obligation shall not include any of the Distributor labor, except as set forth below, whether for product removal, reinstallation or otherwise, and shall be conditioned upon Wacker Neuson receiving written notice of the warranty claim within thirty (30) days after failure.

Only duly authorized personnel of Wacker Neuson can approve warranty claims or modify this Policy, in writing, in any manner.

The warranty period for replacement parts used in Equipment repairs inside of the machines standard factory warranty coverage is six (6) months or remainder of product warranty, whichever is greater, from the date of installation of the replacement parts.

The warranty period for replacement parts used in Equipment repairs outside of the machines standard factory warranty coverage is six (6) months from date of use or sale to the end user, not to exceed a total of eighteen (18) months from date of sale from Wacker Neuson to the Distributor.

The above warranties and remedies are exclusive and shall not be deemed to have failed of its or their essential purpose as long as Wacker Neuson or its authorized Distributor is willing and able to repair or replace the Equipment in question within a reasonable time after the end-user proves to Wacker Neuson that a valid warranty claim exists.

### **MACHINES / ITEMS COVERED BY A 5 YEAR MACHINE WARRANTY**

All GPi & GPSi inverter type generators  
All Wacker Neuson four cycle engines, WM130 and larger <sup>2</sup>

RTX-SC2 & 3 trench roller<sup>1,3</sup>  
Reversible Plates sold after March 9, 2016<sup>3</sup>

### **MACHINES COVERED BY A 3 YEAR MACHINE / 5 YEAR ENGINE WARRANTY**

Walk behind & ride-on trowels manufactured with a Wacker Neuson engine  
WP & VP single direction vibratory plates manufactured with a Wacker Neuson engine  
All rollers manufactured with a Wacker Neuson engine  
All trash, dewatering & diaphragm pumps manufactured with a Wacker Neuson engine  
Any walk behind floor saw manufactured with a Wacker Neuson engine

### **MACHINES COVERED BY A 3 YEAR WARRANTY**

All vibratory rammers (effective March 2014)<sup>3,4</sup>  
All GP, GPS & GV portable generators <sup>3</sup>

EH65 and EH75 electric stand up breakers<sup>5</sup>  
All IRFU Internal vibrators (effective January 2013)

### **MACHINES COVERED BY A 2 YEAR WARRANTY**

Remaining electric breakers  
Diaphragm pumps without a Wacker Neuson engine <sup>3</sup>  
Walk behind & Ride-on trowels not manufactured with a Wacker Neuson engine <sup>3</sup>  
Electric submersible pumps  
Mobile generators (4 years on the Basler control panel) <sup>3</sup>

All Light towers<sup>3</sup>  
Diesel powered **APT** Pumps (or 3000 hours, whichever is first)  
<sup>3</sup>  
M1500 and M2500 Modular Internal vibrator motors

## **MACHINES COVERED BY A 1 YEAR WARRANTY**

Back pack & Pole vibrators <sup>3</sup>	Ride-on and remaining walk behind rollers <sup>3</sup>
Concrete screeds (truss & wet) <sup>3</sup>	Gasoline powered breakers
Modular Internal & external concrete consolidation equipment <sup>3</sup> (excluding M1500 & M2500)	Cut off saws (handheld)
Converters for external vibration equipment	Walk behind floor saws not manufactured with a Wacker Neuson engine <sup>3</sup>
WP, VP & gasoline powered reversible plates not manufactured with a Wacker Neuson engine <sup>3</sup>	Trash & dewatering pumps not manufactured with a Wacker Neuson engine <sup>3</sup>
	Light balloons

## **WARRANTY LIMITATIONS**

The above warranties do not apply to failures in Equipment or replacement parts resulting from:

- (a) Unauthorized or improper use, operation, maintenance, alteration or modification, except as directed in writing by authorized Wacker Neuson personnel.
- (b) End-user's or any third party's negligence.
- (c) Use of improper fluids and/or oils.
- (d) Connection and/or operation of electrical equipment at voltages other than the range specified for the unit (includes damages caused by low/high supply voltage).
- (e) Any natural disaster, acts of nature or other external factors such as but not limited to flood, wind, fire or lightning.
- (f) Damage due to shipping, transport or handling.
- (g) Storage conditions and/or environmental damage in a corrosive atmosphere, or otherwise in contact with corrosive materials.
- (h) Accident, neglect or unreasonable use or operation of the equipment.
- (i) Operation of equipment with components which do not match or meet the specifications recommended by Wacker Neuson.
- (j) Any other act, omission or circumstance beyond Wacker Neuson reasonable control.

The above warranties do not apply to the use of non-approved parts and the performance of repairs by anyone who is not an authorized Distributor of Wacker Neuson. The above warranties will be voided if seals on components are broken or removed.

The above warranties do not apply to engines or engine components, motors, tires, spark plugs, filters, V-belts, bellows, pump diaphragms, mechanical seals, shock mounts, lubricants, paints, fluids or items deemed as maintenance items by Wacker Neuson or any other parts not directly manufactured by Wacker Neuson unless outlined elsewhere in this Policy.

The above warranties also do not apply to accessories such as but not limited to; any type of blade(s), carbide tipped breaker/drill tools (e.g., twist drills, core bits, rock bits and attachments) or any part deemed a wear item by Wacker Neuson – all of which are sold "AS IS."

Batteries and hydraulic hoses will be covered at 100% parts and labor during the first 12 months of warranty.

## **DISCLAIMER OF OTHER WARRANTIES**

THE ABOVE WARRANTIES AND REMEDIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES AND REMEDIES WHATSOEVER, EXPRESS OR IMPLIED, EACH OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED BY WACKER NEUSON, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, USAGE OF TRADE AND NONINFRINGEMENT.

The Extended Service Protection Plans, **ESPP**, are offered and administered by EPG Insurance Inc. in the U.S. and Protection Point Services in Canada. For questions or to submit a claim, parties can be contacted at 1-866-408-2881 (US) or 1-888-952-5511 (Canada).

## **DISCLAIMER OF OTHER LIABILITIES**

Wacker Neuson sole responsibility with respect to breach of the above warranties shall be as provided in the section titled "STANDARD WARRANTIES" above.

WACKER NEUSON SHALL NOT BE SUBJECT TO AND HEREBY DISCLAIMS (EVEN IF WACKER NEUSON HAS BEEN ADVISED OF THE POSSIBILITY OF THE SAME): (A) ANY OBLIGATIONS OR LIABILITIES ARISING FROM BREACH OF THE ABOVE WARRANTIES; OTHER THAN THE EXCLUSIVE REMEDIES EXPRESSLY SET FORTH THEREIN; (B) ANY OBLIGATIONS OR LIABILITIES ARISING FROM TORT CLAIMS (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO EQUIPMENT SOLD BY WACKER NEUSON, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATING THERETO; AND (C) ANY AND ALL CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, PUNITIVE, CONTINGENT, SPECULATIVE AND SIMILAR DAMAGES.

Without limiting the generality of the foregoing, Wacker Neuson specifically disclaims any liability for penalties (including administrative penalties), lost profits or revenues, loss of use of Equipment or associated material, cost of capital, facilities or services, downtime, shut-down or slowdown, spoilage of material, or any other type of economic loss.

## **ADDITIONAL TERMS AND CONDITIONS**

### **ENGINE WARRANTY**

See the specific engine manufacturer's documentation for warranty details. **Engines used are warranted solely through their respective manufacturer except where specifically outlined differently within this document.** Warranty work should only be performed by the manufacturer of engines or their authorized Distributors. Wacker Neuson cannot authorize warranty work on these engines. If an engine vendor is not available, contact Wacker Neuson for advice.

Although Wacker Neuson offers certain engine components for sale this does by no means guarantee such parts are covered by this Policy or the manufacturer's warranty. Such parts are offered as a convenience to our customers for non-warranty repairs and are not for repair of engines still covered under the manufacturer's warranty.

### **PART AVAILABILITY**

All parts for warranty repairs must be purchased from Wacker Neuson unless advised otherwise by an authorized representative of Wacker Neuson Product Support. If a Distributor does not have one or more of the parts required to complete the warranty repair, it will have to order them from Wacker Neuson through the normal established procedures. Parts used for a warranty repair not purchased from or authorized by Wacker Neuson will void the warranty and not be eligible for reimbursement.

Wacker Neuson will not send parts to end-users for warranty repairs and will not reimburse extra shipping or minimum order charges for emergency part orders unless previously approved by and authorized representative of Wacker Neuson.

Once the repair is completed, the Distributor must electronically submit the warranty claim to Wacker Neuson. Reimbursement for warranty parts will be paid at the net price of the part. Warranty claims must be submitted electronically at [www.wackerneuson.com](http://www.wackerneuson.com).

### **UNSATISFACTORY WARRANTY REPAIR SERVICES**

Service work performed under warranty which does not satisfactorily repair the Equipment due to poor workmanship or improper initial diagnosis and which requires subsequent repair will be the sole responsibility of the Distributor. Wacker Neuson will not reimburse for improper or repetitive repairs caused by failures in the service work.

Any third-party repairs must first be approved by an authorized representative of Wacker Neuson. Wacker Neuson will not provide reimbursement for costs associated with the use of third party service providers or hiring of personnel necessary to perform the repair properly.

### **SPECIALIZED TOOLS OR EQUIPMENT**

Wacker Neuson Distributors must have on-hand, any manuals, tools and specialized equipment required for repairs. Any collateral damage occurring during the repair due to the incorrect or improper use of equipment or procedures will not be considered for warranty coverage or other reimbursement by Wacker Neuson.

### **EMISSION SYSTEM RELATED WARRANTY**

Components of the emissions system warranty are outlined in the Engine Manufacturers owners & operations manual and/or the Operators manual for the machine. Refer to these documents for specifics on what is covered. If you are unable to locate the machine operators manual which came with your machine one can be obtained from the website, [www.wackerneuson.com](http://www.wackerneuson.com). The serial number of the machine will be required to obtain the correct manual.

Unauthorized modifications or alterations of emission related components shall void the above warranties.

Components covered under this section include up to the first scheduled maintenance, vary by manufacturer, and consult their specific information on coverage.

### **MAINTENANCE OF EMISSION SYSTEMS**

Follow the maintenance schedule listed in the Engine Operator's Manual for the Equipment. This schedule is based on the Equipment being used for its intended purpose under normal conditions. If operated under sustained high loads, light or under loading, in high temperatures or extremely dusty environments, more frequent service will be required. Regeneration of or maintenance to the exhaust after-treatment systems in these cases is not covered under this or the engine manufacturer's warranty.

### **ENVIRONMENTAL CONDITIONS**

Damage due to environmental conditions including but not limited to rusting, corrosion, electrical failures due to the environment machine is being operated in, coatings or failures deemed by Wacker Neuson being attributed to the operating environment will not be considered for warranty. Changing of fluids or filters for environmental conditions or for extreme environments/conditions is not covered by warranty.

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1. Any new RTX-SC2 or 3 Trench Roller sold after August 1, 2013 is covered by a 5-year warranty. On units with the Kohler engine originally installed in the unit for the first 3 years Wacker Neuson Distributors, who have a service department trained on Kohler diesel engines (via Kohler direct or through the Wacker Neuson certified Kohler engine training course) may complete the repair if they wish or work through the Kohler Engine Distributor network. In the fourth and fifth years the engine warranty is solely administered by Wacker Neuson and its Distributor network. If a Distributor does not feel they have the capabilities to repair the engine they can contact Wacker Neuson Product Support and request approval to use the Kohler engine Distributor network. Approval must be given in the fourth and fifth years for this exclusive Wacker Neuson warranty. In all cases the complete engine information, including model and serial number, must be included. Missing information will suspend the claim until received. This warranty is exclusive to Wacker Neuson Distributors in the USA and Canada. Units the Kubota engine installed, the Roller carries the 5 year warranty on the machine but the engine is solely warranted through the Kubota warranty authorized support network, Wacker Neuson does not authorize or administer warranty repairs to the Kubota engine.
  2. Any Wacker Neuson 4-cycle engine, 130cc's and higher, purchased as a spare part replacement is covered for 5-years from the date of installation or sale to a customer.
  3. All engines, except for Wacker Neuson engines, are warranted solely through their respective manufacturer. See the applicable manufacturer's documentation for specific warranty coverage.
  4. Wacker Neuson WM80 and WM100 engines utilized on rammers are warranted through Wacker Neuson for a period of 3 years (spare part replacements for 1 year).
  5. The EH65 and EH75 Electric Breakers and the IRFU internal vibrators can carry an additional 2 year Limited Powertrain Warranty for retail customers in addition to the 3 Year Standard Warranty. Powertrain includes the electric stator, rotor and the inverter within these machines. This additional 2 years of coverage is not available for the Distributor rental fleet however it can be applied if sold out of a rental fleet to a retail customer any time within the 3 Year Standard Warranty. It is the responsibility of the Distributor and/or the retail customer to register their machine serial number on the [www.wackerneuson-warranty.com](http://www.wackerneuson-warranty.com) website for the additional Limited Powertrain Warranty to apply.