



WACKER NEUSON

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Climate Control Warranty Policy



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PREFACE

This warranty policy manual (this "Policy") covers Climate Control (Air Heating, Dehumidification and Hydronic Heating products manufactured and/or sold by Wacker Neuson and its subsidiaries. Some equipment may have detailed policy manuals separate from this Policy. Wacker Neuson products are manufactured to high standards and exacting specifications. They provide excellent service and performance in the demanding environments where they are used. Under these circumstances, even with regular service and maintenance, Wacker Neuson products are subject to substantial wear and tear. Parts can wear out and may need to be replaced. This Policy will govern such situations.

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 (the "Equipment"). Refer to this Policy to decide whether a warranty claim may be justified and utilize it as a procedural guide for validly completing warranty claims.

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

Distributor's warranty responsibility begins upon receipt of Equipment, completing the dealer delivery checklist and registering the machine where required on the Wacker Neuson website. Registration is required within fourteen (14) days of placement into service to include retail, demo, rental and re-rent. 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 are not covered under the exclusive warranties and remedies contained in this Policy.

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

Any Distributor with experienced mechanics on staff can repair and file a warranty claim with Wacker Neuson. Once Distributor determines that the repair is covered by this Policy, Distributor should order the parts from Wacker Neuson. Upon receipt of the parts, Distributor should make the repair, test the Equipment for functionality and then file a warranty claim with Wacker Neuson. It is important that the serial number of the affected Equipment be provided to Wacker Neuson. Any claim filed without such serial number will be denied. Defective parts must be held by Distributor until it receives either a Return Authorization Number or credit for the repair.

STANDARD WARRANTIES

Wacker Neuson warrants that all new Equipment will be free from defects in materials and workmanship, under normal use and service for a period of twelve (12) months, unless otherwise noted below, from the date of sale to the first end-user or first assignment of the Equipment into a demo or rental fleet.

Wacker Neuson warrants that all used and demonstration Equipment will be free from defects in materials and workmanship, under normal use and service, for a period of (a) thirty (30) days 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 by Wacker Neuson.

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

Wacker Neuson's sole obligation for valid warranty claims shall be limited to repair or replacement of the Equipment by Wacker Neuson or Wacker Neuson's authorized Distributor, at Wacker Neuson's discretion, which shall be the end-user's exclusive remedy hereunder. This obligation shall not include any of the Distributor's 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.

Return of Equipment for warranty repair or replacement shall be made F.O.B. Wacker Neuson's authorized Distributor, as Wacker Neuson designates. Only duly authorized personnel of Wacker Neuson can approve warranty claims or modify this Policy in any manner.

The warranty period for replacement parts used in Equipment repairs is thirty (30) days from the date of the end-user's receipt of the replacement parts.

The above warranties and remedies are exclusive and shall not be deemed to have failed of its or their essential purpose so 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.

WARRANTY LIMITATIONS

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

- (a) unauthorized or improper use or operation, maintenance, alteration or modification, except as directed in writing by authorized Wacker Neuson personnel
- (b) the end-user's or any third person's negligence or use of improper fluids and/or oils or connection and operation of electrical equipment at voltages other than the range specified on the unit nameplate (includes damages caused by low/high supply voltage)
- (c) any natural disaster, act of nature or other external factors such as but not limited to flood, wind, fire or lightning
- (d) damage due to shipping or handling
- (e) storage conditions and environmental damage including operation in a corrosive atmosphere, or otherwise in contact with corrosive materials
- (f) accident, neglect or unreasonable use or operation of the equipment
- (g) operation of equipment with components which do not match or meet the specifications recommended by Wacker Neuson
- (h) any other act, omission or circumstance beyond Wacker Neuson's reasonable control

The above warranties do not apply to 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.

Wacker Neuson makes no express warranties other than the warranty specified and should not be liable for any default or delay in performance under this warranty caused by any contingency beyond its control.

The use of non-approved Heat Transfer fluid (HTF) or components voids the warranty for circulation system and components.

The above warranty does not apply to components such as engines, motors, generators, batteries, tires or any other parts not directly manufactured by Wacker Neuson.

The above warranties do not apply to accessories such as; filters, V-belts, ducting, pump impellers, exhaust venting, nozzles, electrodes, lubricants, paints, HTF hose and fluid, all of which are sold AS IS.

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. There are no warranties which extend beyond the explicit descriptions contained within this Policy.

DISCLAIMER OF OTHER LIABILITIES

Wacker Neuson's 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.

EXCEPTIONS TO THE STANDARD WARRANTY

WARRANTY COVERAGE HEAT EXCHANGERS

Contact Wacker Neuson Product Support for warranties on specific heat exchangers.

WARRANTY COVERAGE DEHUMIDIFIERS

The AD85 & 115 LGR is covered by a 2 –year parts and labor warranty and 5-years on the sealed refrigeration unit.

WARRANTY COVERAGE ACCESSORIES

Accessories such as Booster pump packs, Hose handling systems, excluding the hose are covered under the 1 year standard warranty. All other accessories are covered by Limitations in the above section.

ADDITIONAL TERMS AND CONDITIONS

GENERATOR and ENGINE WARRANTY

See the specific manufacturer's documentation for warranty details. Generators and Engines used are warranted solely through their respective manufacturer. Warranty work should only be performed by the manufacturer of the generator and engine or their authorized distributors. Wacker Neuson cannot authorize warranty work on engines. If an engine vendor is not available, contact Wacker Neuson for advice.

Although Wacker Neuson offers certain engine components for sale, this in no way guarantees 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. 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 Wacker Neuson will not be covered by the above warranties or 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.

Once the repair is completed, Distributor must submit the appropriate completed warranty claim form 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.

UNSATISFACTORY WARRANTY REPAIR SERVICES

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

SPECIALIZED TOOLS OR EQUIPMENT

Wacker Neuson's Distributors must have on-hand, any manuals, specialized equipment and trained personnel necessary to perform the repair properly. Wacker Neuson will not provide reimbursement for the purchase of any such equipment or training of its use or hiring of personnel, which shall be the sole responsibility of Distributor. 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 control system on Wacker Neuson engines are covered for a period of two (2) years provided the Equipment has been maintained using approved components and has not failed due to tampering, modification, abuse or neglect. Where a warrantable condition exists, the components will be repaired or replaced under the above warranties. 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, consult their specific information on coverage.

MAINTENANCE OF EMISSION SYSTEMS

Follow the maintenance schedule listed in the 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, in high temperatures or extremely dusty environments, more frequent service will be required.

Only original Equipment parts or parts approved by the vendor may be used. Use of non-approved, after-market parts may adversely affect the Equipment's performance and emission output. The manufacturer of an after-market part assumes the responsibility that its part will not adversely affect performance. Such manufacturers must certify that the use of their parts will not adversely affect the engine and comply with emission regulations.

CLIMATE TECHNOLOGY HEAT EXCHANGER/ COMBUSTION CHAMBER WARRANTY EXCEPTIONS

Wacker Neuson warrants the heat exchangers installed in machines for defects in material and workmanship under normal operating conditions. Some conditions that might affect the integrity or condition of the Heat Exchanger include, without limitation:

- Shipping or towing over extremely rough roads or terrain
- During transportation the tow or shipping vehicle is involved in an accident
- Visible damage to the heater shell or trailer components
- Over-firing due to a mal-adjusted burner
- Failure to properly rectify a burner lockout prior to reset.
- Non-performance of regular maintenance by the owner

Machines found to have damage of any nature to the Heat Exchanger should be removed from service immediately.

It is the responsibility of the machine owner to inspect the Heat Exchanger for signs of damage, separation or cracks a minimum of once per consecutive 12-month periods following first use, and in addition when circumstances warrant an inspection. If the integrity or condition of the Heat Exchanger is in question for any reason, the Heat Exchanger must be inspected immediately and prior to further use of any kind.

WARRANTY COVERAGE ON ARCTIC BEAR XHD / HI770 HEAT EXCHANGERS and COMBUSTION CHAMBER

Both the heat exchangers and combustion chambers on these products have a 5-year warranty against defects in materials or workmanship, under normal use and service, from the date of first use.

WARRANTY COVERAGE ON the HI110, HI200, HI300 and HI400 HEAT EXCHANGER

Your HI110, HI200, HI300 and HI400 Heat Exchangers (the "Heat Exchanger") are warranted against defects in materials or workmanship, under normal use and service, and against rust for a period of 2 - years, from the date of first use.

WARRANTY COVERAGE ON the HI750/900 HEAT EXCHANGER

Your HI750/900 Heat Exchanger (the "Heat Exchanger") is warranted against defects in materials or workmanship, under normal use and service, and against rust for the lesser period of 3 years or 6,000 hours, from the date of first use.

WARNING: Always remove all power to the machine before servicing it. For gas burners remove the fuel supply to the machine.

WARNING: Numerous sharp edges present a cut hazard, use caution.

Accessing the heat exchanger on the HI110, HI200, HI300 and HI400

Remove the fan blade guard

Remove the bolts that secure the upper heater shell to the lower shell.

Remove the burner head

Remove the bolts that secure the heat exchanger to the lower shell

Lift the Heat Exchanger out for visual inspection by either of the following methods;

Use non marring straps and approved rigging devices to remove the heat exchanger by hoist or the heat exchanger may be safely lifted out by hand by four people who observe safe lifting practices and techniques.

Accessing the Heat Exchanger on the HI750/900

Remove the curb side panel covering the Heat Exchanger by removing the two large frame bolts and the 10mm bolts.

With the bolts removed and the side panel set aside, remove the bolts holding the heat shields in place within the frame and then remove the heat shields to expose the Heat Exchanger.

Repeat the steps above for the street side of the machine; however, use caution as the street side panel contains wires for the snap disc mounted to it. Remove the snap disc panel and disconnect the wires prior to removing the panel.

Remove the burner cover and burner since some portions of the Heat Exchanger will be inspected through the burner mounting hole.

Inspecting the Heat Exchanger and combustion chamber exterior for cracks and separations

Use a powerful light and large inspection mirror to view all sides of the tubes and the combustion chamber and/or mounting legs/tabs.

Light surface rust may form on this type of stainless steel and is considered normal; however, if solid combustion by-products such as soot is observed on any portion of the air side (exterior) of the Heat Exchanger, focus on this area until the source (such as a separation or crack) is found. Solid combustion by-products should never be present on the air side of the Heat Exchanger.

Inspecting the combustion chamber for cracks or separations

With the burner removed, use a large inspection mirror and powerful light source to inspect the interior burner mounting area; it may be necessary to clean the areas inspected with a brush prior to inspection.

After inspecting the burner mounting area, ask a helper to pass the light over the exterior shell of the Heat Exchanger while you peer into the burner mounting hole of the combustion chamber and look for light to appear in the dark interior of the combustion chamber.

NOTE: If **any size** crack or separation is found anywhere on the Heat Exchanger or combustion chamber it must be replaced before the machine is placed back into service. A machine must not be used with a cracked Heat Exchanger and if the cracks occur within the warranty period set forth above, the complete Heat Exchanger weldment will be repaired or replaced, at Wacker Neuson Corporation's ("Wacker Neuson") discretion and expense, which shall be the owner's exclusive remedy hereunder.

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

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 the machine or associated material, cost of capital, facilities or services, downtime, shut-down or slowdown, spoilage of material, or any other type of economic loss.