



Light Equipment Warranty Policy

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Contents

PREFACE	3
DISTRIBUTOR WARRANTY RESPONSIBILITIES.....	3
STANDARD WARRANTIES	3
Warranty Coverage	Error! Bookmark not defined.
WARRANTY COVERAGE PERIOD	4
WARRANTY LIMITATIONS.....	5
RIGHT TO MAKE CHANGES.....	6
DISCLAIMER OF OTHER WARRANTIES.....	6
DISCLAIMER OF OTHER LIABILITIES.....	6
ADDITIONAL TERMS AND CONDITIONS	6
ENGINE WARRANTY	6
PART AVAILABILITY.....	6
UNSATISFACTORY WARRANTY REPAIR SERVICES	7
SPECIALIZED TOOLS OR EQUIPMENT	7
EMISSION SYSTEM RELATED WARRANTY EXCLUSION	7
MAINTENANCE OF EMISSION SYSTEMS.....	7
ENVIRONMENTAL CONDITIONS	7
Warranty Explanation	7
WARRANTY CLAIM SUBMITTAL INSTRUCTIONS.....	7

PREFACE

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

DISTRIBUTOR 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 when deciding 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 authorized Wacker Neuson Distributors ("Distributors"). Credit for accepted 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's warranty responsibility begins upon first receipt of new Equipment from Wacker Neuson. 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.

Distributors shall store new Equipment as is necessary to prevent deterioration, environmental damage or other damage and shall take such steps as are necessary to keep Equipment in sellable condition, and to prepare Equipment for delivery to the end-user upon sale or assignment to their rental fleet. Such steps may include, by way of example, without limitation, storage of the equipment indoors, covered, or otherwise protected with proper preventative coatings or sealants and maintenance of batteries so as to avoid discharge and/or sulfation.

Before transferring Equipment to the end-user, Distributors 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 shall 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 shall 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 90 days from completion of the repair. Conditions which would require preapproval and an authorization number from a Wacker Neuson warranty representative:

- (a) Any repair which parts and labor are estimated to be greater than or equal to 50% of the dealers net price of the machine.
- (b) Any use of 3rd 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 coverage period(s) listed in the "STANDARD WARRANTIES COVERAGE PERIOD" below. The coverage period start date is the earlier of (A) the date of sale of Equipment to the first end user, (B) assignment of the Equipment into a rental, re-rent or demo fleet or (C) twelve (12) months after the date Wacker Neuson invoices the Distributor for the Equipment, and less than 100 hours, whichever event hereof occurs first. Equipment placed into the Distributor Floor Plan program must remain in new condition. For further detail on allotted hours please refer to the current Distributor Sales Policy. Demo equipment needs to be registered w

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 six (6) months from the date of sale, or the remainder of the standard Wacker Neuson new Equipment warranty described below starting from the date of first sale out of Wacker Neuson demonstration fleet, whichever period is greater. Sale of demonstration Equipment is not considered as a sale of new equipment for warranty purposes.

Equipment purchased through auctions do not qualify for any warranties under this Policy and are purchased "as is".

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

WACKER NEUSON'S 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

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

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.

WARRANTY COVERAGE

<u>WARRANTY COVERAGE PERIOD</u>			1 Year	2 Year	3 Year	4 Year	5 Year
COMPACTOR EQUIPMENT	Rollers	Ride On	X				
		Walk Behind	X				
		Pro Rollers	X				
		RTX SC2 & SC3 ¹					X
	Vibratory Plates	Single Direction (WP, VP)	X				
		Reversible Direction*					X
	Vibratory Rammers (effective March 2014) ²				X		
Zero Emission	Battery operated Rammers, Single Direction Plates, Reversible Plates, and Backpack Vibrators. Chargers to be included			X			
CONCRETE EQUIPMENT	Backpack Vibrators		X				
	Concrete Screeds (wet)		X				
	Converters for External Vibration Equipment		X				
	Modular Internal & External Concrete Consolidation Equipment	M1500 Motor		X			
		M2500 Motor		X			
		All Other Equipment	X				
	IRFU Internal Vibrators ³				X		

* For machines sold after March 9, 2016.

		Year 1	Year 2	Year 3	Year 4	Year 5
UTILITY PRODUCTS	Mobile Generators		X			
	GP, GPS, GV Portable Generators			X		
	Light Towers		X			
	Diaphragm Pumps		X			
	Electric Submersible Pumps		X			
	Diesel powered PT6Y Pump (or 3,000 hours, whichever is first)		X			
	Gasoline powered PTS4V		X			
	Remaining Trash and Dewatering Pumps	X				
Batteries and Hydraulic Hoses covered at 100% parts and labor during the first 12 months of warranty period. Batteries for Zero emissions are covered 100% parts and labor during the first 36 months of warranty period.						
Spare parts are warranted for six (6) months from the date of sale to end user or the remainder of the machine standard warranty coverage period, whichever is greater.						

WARRANTY LIMITATIONS

A. The above warranties do not apply in the following cases:

- a) Use of non-OEM Wacker Neuson parts, components and/or use of non-authorized/approved accessories. Use of non-OEM Wacker Neuson parts, components and/or non-authorized/approved accessories must be pre-authorized in writing by a Wacker Neuson Warranty representative.
- b) Performance of repairs by anyone who is not an authorized Distributor of Wacker Neuson. Wacker Neuson at its sole discretion may require the performance of warranty repairs to be performed by certified trained technicians.

In the above cases warranties may be partially or completely voided, at Wacker Neuson's sole discretion.

B. The above warranties will be voided if tamper proof seals on specific components are broken or removed.

C. The above warranties do not apply to failures in Equipment, replacement parts, components, attachments, or batteries and hydraulic hoses 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 cause 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's reasonable control.
- k) Required exhaust system regeneration or issues with exhaust after-treatment system.
- l) Technician travel time and/or mileage, towing, or transport costs, machine downtime, or cost of loaner/replacement equipment.

- D. The above warranties do not apply to accessories or maintenance items such as, but not limited to,; filters, V-belts, lubricants, fluids, paints, tires, brake linings, light bulbs, spark plugs, filters, bellows, pump diaphragms, mechanical seals, shock mounts, 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.

RIGHT TO MAKE CHANGES

Wacker Neuson reserves the right to change or update the design of any part of the Equipment at any time. Wacker Neuson has sole discretion of providing any change or update to any previously ordered, sold, or shipped Equipment.

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

Although Wacker Neuson offers certain engine components for sale this by no means 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 Product Support. If a Distributor does not have one or more of the parts required to complete the warranty repair, they 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.

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 via the Distributor Web Portal

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. 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 EXCLUSION

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 Distributors Web Portal. Engine manufacturers' manuals must be obtained from the manufacturer. 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.

Warranty Explanation

Wacker Neuson doesn't use a "Flat Rate" guide or standard repair times. Wacker Neuson uses an average repair time collected through warranty data submitted by the Dealer Network. It is upon the dealer to provide all the necessary steps in writing along with the estimated time per step to cover the labor.

WARRANTY CLAIM SUBMITTAL INSTRUCTIONS

All warranty claims must be submitted on-line at www.wackerneuson.com. To submit claims on-line, the claimant must be a registered user and be signed into the website. If you or your company does not have an account on our website, you may contact Wacker Neuson Parts Support Group and a web account will be created.

Claimants must follow these steps when submitting a claim to ensure prompt processing and consideration for reimbursement:

- 1) Electronic claim forms must be filled out completely and include the following information:
 - a) Equipment serial number
 - b) Equipment is required to be registered. If not you can use the pre-delivery tab to submit for brand new equipment
 - c) The Date of Failure
 - d) A detailed description of the failure. The dealer needs to use the 4 C'S in the body of the story to support the claim
 - e) The 4C's are:

f) **Complaint/Concern/issue (customer/dealer)**

- i) Reported Issue
- ii) Actual Issue

g) **Cause**

- i) Troubleshooting Performed
- ii) Technique/test methods performed
- iii) Specifications and results
- iv) Labor Justification
- v) Root cause/failure analysis; what caused the issue
- vi) Supporting evident to condemn the part for replacement

h) **Correction**

- i) What was repaired and why
- ii) What was replaced and why; justify condemning/replacing parts
- iii) Labor justification

I) **Comments**

- i) Elaboration: expound on the reason the claim is justified, detailed explanation
- ii) Environment
- iii) Attachments
- iv) Application/use
- v) Explain any extenuating circumstances and challenges
- vi) Travel
- vii) Excessive time for:
 - (a) Travel/labor/troubleshooting/repair
 - (b) Repair challenges; accessibility, broken bolts, parts, etc.
- i) Any outside invoices need to be uploaded prior to submission
- j) Supporting documentation needs to be uploaded to the claim upon submission
- k) Pictures are required of the repair and need to be submitted with claim
 - (a) **Only one failure per claim is allowed. Multiple issues cannot be submitted on a single claim**
 - iv) Listing and photos of any failed parts and associated data/serial number tags if applicable
 - v) Labor time
 - vi) Contact name and phone number

- 2) Wacker Neuson must receive electronically submitted warranty claims within the earlier of (A) thirty (30) days after last day of labor. If not the claim will be declined.
- 3) All defective parts must be held for 90 days after a warranty decision has been made or parts are requested for inspection by Wacker Neuson. Wacker Neuson reserves the right to have an employee or other representative inspect the parts on-site to confirm warranty coverage. Parts are not to be returned unless requested to do so by Wacker Neuson.
- 4) **All missing info requests from Wacker Neuson not answered within ten (10) business days will cause the claim to be declined.**
- 5) All RMA parts not returned within thirty (30) days AND tracking number added to the claim will be declined.
- 6) Travel time is not reimbursed for light equipment.
- 7) Upon Wacker Neuson's approval of a warranty claim per this Policy, a warranty credit will be issued as follows:
 - a) **Parts:** Net purchase prices of original equipment spare parts purchased from Wacker Neuson with standard ground shipping. Expedited shipping is not considered for reimbursement.
 - b) **Labor:** Labor rate currently allowed by Wacker Neuson

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1. Any new RTLx-SC2 or SC3 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. 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. 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).