



# WACKER NEUSON

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## Light Construction Equipment Consumer Warranty Policy



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### **PREFACE**

This warranty policy manual (this "Policy") covers Light Equipment 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. Wacker Neuson products 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. This Policy will govern such situations.

### **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 (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 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.

The Distributor's 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 are not covered under the exclusive warranties and remedies contained in this Policy.

The 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.

In the unlikely event that a major failure occurs and the combined repair labor and net parts cost is 50% or more of the net cost of a new machine, it is recommended that an estimate of the repair be made. This estimate should be forwarded to Wacker Neuson's Product Support Department for approval prior to proceeding with the repair of the unit.

## **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 of time set forth below from the date of sale to the first consumer.

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.

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

All GPi & GPSi inverter type generators.

### **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 vibro-plates manufactured with a Wacker Neuson engine.  
All reversible vibro-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.  
All GP generators manufactured with a Wacker Neuson engine.

### **MACHINES COVERED BY A 3 YEAR WARRANTY (+, \* see other warranty details below).**

All diesel powered reversible vibro-plates\*. EH65 and EH75 electric stand up breakers.+  
All other GP, GPS & GV portable generators \*.

### **MACHINES COVERED BY A 2 YEAR WARRANTY (+, \* see other warranty details below).**

All vibratory rammers*	Submersible pumps
RT-SC2 walk behind trench roller +, *	Mobile generators *
Remaining handheld electric breakers & hammer drills	Light towers*
Diaphragm pumps without a Wacker Neuson engine *	EH27 electric stand up breaker

### **MACHINES COVERED BY A 1 YEAR WARRANTY (\* see other warranty details below)**

Walk behind & ride-on trowels not manufactured with a Wacker Neuson engine *	WP, VP & gasoline powered reversible plates not manufactured with a Wacker Neuson engine *
Back pack & Pole vibrators*	Ride-on and remaining walk behind rollers *
Concrete screeds (truss & wet)*	Gasoline powered breakers
Laser levels	Cut off saws (handheld)
Internal & external concrete consolidation equipment*	Walk behind floor saws *
Converters for external vibration equipment	Trash & dewatering pumps not manufactured with a Wacker Neuson engine *
Rebar cutters and tiers	Light balloons
Wacker Neuson heating & thawing equipment	

### **+ - COMPONENTS COVERED BY OTHER WARRANTIES**

Any Wacker Neuson 4-cycle engine larger than 120cc's purchased as a spare part replacement is covered for **5-years** from the date of installation or sale to a customer.

All Basler controllers, originally installed in Wacker Neuson Mobile generators, are covered for **4-years** against failure from the date of manufacture.

The EH65 and EH75 Electric Breakers can carry an additional 2 year Limited Powertrain Warranty for retail customers who purchase a unit from the dealer rental fleet any time within the 3 Year Standard Warranty. Powertrain includes the electric stator, rotor and the inverter within the EH65 and EH75. It is the responsibility of the dealer and/or you 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.

**+ -** Any RT-SC2 Trench Roller manufactured in 2011 or later with the maintenance free exciters are covered for **5-years** warranty against failure on the exciter and drive components, excluding hoses. This warranty is exclusive to these components and does not carry over to the machine or to any other components.

\* - All engines, except for Wacker Neuson engines, are warranted through their respective manufacturer. See the applicable manufacturer's documentation for specific warranty coverage.

### **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; (b) the end-user's or any third person's negligence or use of improper fluids and/or oils; (c) an accident, natural disaster, act of nature or other external factors; (d) shipping or handling; (e) storage conditions; (f) environmental damage; or (g) any other act, omission or circumstance beyond Wacker Neuson's reasonable control.

The above warranties do not apply to 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 accessories such as engines, motors, batteries and tires, or any other parts not directly manufactured by Wacker Neuson.

The above warranties also do not apply to accessories such as but not limited to; spark plugs (after first scheduled maintenance), filters, V-belts, bellows, pump diaphragms, mechanical seals, shockmounts, lubricants, paints, 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."

### **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.

## **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. Warranty work should only be performed by the manufacturer of engines 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 does not 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. 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 out parts at no charge 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.

### **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.

### **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 system warranty is outlined in the Engine Manufacturers owners & operations manual and/or the Operators manual for you machine. Refer to these documents for specifics on what is covered. If you can not locate the machine manual which came with your machine one can be obtained from our website, [www.wackerneuson.com](http://www.wackerneuson.com). The machine serial number of the machine will be required to obtain the correct manual.

### **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.

### **FLAT RATE EXPLANATION**

"Flat Rate" is the maximum time for performing specific warranty repairs eligible for reimbursement by Wacker Neuson. Flat Rate was established using facilities and tools any Distributor should have available.