

DYNAPAC - FULL EXTENDED WARRANTY

THIS AGREEMENT IS MADE ON – **enter delivery date**

BETWEEN - **customer name** hereinafter called the “Customer”
AND Services **Machinery & Trucks Ltd**, hereinafter called **SMT GB** or the “Company”, of Moorfield Road, Duxford, Cambridge, CB22 4QX.

MACHINE DETAILS: Model: **enter model** Serial Number: **enter s/n**

IT IS HEREBY AGREED AS FOLLOWS:

Initial Warranty Period:

The initial standard warranty period will be of 2 Years or 2,000 machine operating hours from delivery, whichever occurs first. During the initial warranty period, the full machine will be covered as per Company's Standard Terms and Conditions of Sale.

Extended Warranty Period:

The Initial Warranty Period together with the extension (excluding components specified in Schedule 1 below) will give a Total Warranty Period of **XX** months or **XXXX** machine operating hours from delivery, whichever occurs first. Hourly usage will be measured by the service hour meter attached to the machine or monitoring systems. In the event of hour meter failure, the number of hours operated will be assessed using monitoring systems or by the average rate of hour accumulation over the period prior to the failure.

Extended Warranty Agreement:

The extent of this agreement is the replacement or repair, whichever the Company decides, of component parts (excluding items specified in schedule 1), should they fail within the warranty period due to defects in materials or workmanship. Labour to carry out repairs and travel and mileage, is included provided that repairs are carried out in normal working hours. If the repair is requested to be carried out outside of normal working hours, then the Company's overtime surcharge will apply. Normal Working Hours are weekday's 08:00 to 17:00 hrs excluding public holidays.

Components Covered by the Agreement:

All parts included under the “complete component part number” in the machines parts catalogue are covered by this agreement.

This Agreement Does Not Cover:

1. Operational adjustments or the replacement of any part, which in itself is not defective.
2. Poor workmanship occurring during the execution of repairs, maintenance, alteration, modification or overhaul of the equipment.
3. Failures attributable to the Customer not having adhered to operator checks or service schedule listed in the Operators Manual.
4. Ground engaging equipment, tyres and components subjected to external wear or damage.
5. Parts listed in schedule 1.
6. Machines outside of GB.
7. Transport / recovery / loan / replacement machine costs.

8. Alteration of the basic Dynapac machine's specification have been made.

The Company At Its Expense Hereby Undertakes:

1. That all work carried out under this agreement will be to the highest standards, and handled by competent engineers.
2. To repair or supply new or reconditioned parts, whichever it elects, where upon inspection, there are found to be defects in either materials or workmanship.
3. To supply the labour to repair or replace such defective parts as described in (2) above.
4. To cover as part of this agreement any related engineer travel and mileage costs using routing and methods at its sole discretion.

The Customer At Their Expense Hereby Undertakes:

1. To ensure, as much as is practicable, that the machine is presented in a clean and safe condition, free from any hazardous materials and can be placed in a safe working location.
2. To carry out repairs of a non-warrantable nature on a timely basis, including any non-warrantable repairs recommended by the Company following the service schedule, using only genuine new or reconditioned parts.
3. To carry out all daily and weekly maintenance including greasing, fluid level checks and "top up" and operational adjustments at intervals recommended by the operator's handbook supplied with the machine.
4. To carry out all routine services as detailed in the service schedule listed in the Operators Manual, & in the event of it being required, provide evidence of this work being completed or alternatively the customer takes out a service contract. (Service Records may be requested as evidence in relation to certain claims, if service records are not provided then the claim may be subject to rejection).
5. That the specification of fuels and lubricants used, meet the standard specified in the operator's handbook.
6. To advise the Company immediately of any urgent warranty repair that becomes apparent in the opinion of the Customer, and at all times permit the Company, upon appointment, to enter all premises where the machine is located.

It Is Jointly Agreed:

1. That the Company shall not at any time be responsible for consequential loss or damage including, but not limited to, loss of profit, loss of production, loss of contracts or loss of goodwill.
2. That any consequential failure caused by further use of the equipment beyond the time of the reported breakdown against the advice of the Company, will be rejected in full and the repair of consequential damage chargeable in full to the Customer.

3. That any damage whatsoever to the machine caused by misuse, negligence of the Customer or his employees, any accidental or malicious damage from any cause outside the control of the Company, will be outside the scope of this agreement.
4. That should the Company be unable to carry out its obligations under this agreement by reason of any strike, lock out, acts of nature, or other circumstances beyond the control of the Company. The Company will be absolved from its obligations under this agreement for the duration thereof, and no liability will attach to the Company for any delays or loss thereby.
5. That this warranty agreement is for the benefit of the initial owner of the machine, and is not transferable.

This Agreement May Be Terminated Without Notice:

1. If any repair or maintenance is carried out on the machine using parts that are not genuine Dynapac parts, or reconditioned by the Company.
2. If the Customer does not permit the Company access to the machine for the purpose of carrying out repairs that in the Company's opinion are necessary.
3. This extended warranty agreement shall in all respects be governed by and construed in accordance with the laws of England and any disputes in relation to any matter under this extended warranty agreement shall be determined by legal proceedings. All disputes arising from or in connection with this extended warranty agreement are to be referred to the English Courts who shall have exclusive jurisdiction to hear and determine proceedings in respect thereof.
4. This extended warranty agreement shall not purport to confer on any third party any right to enforce any term of the extended warranty agreement for the purposes of the Contracts (Rights of Third Parties) Act 1999.
5. This agreement will be terminated should the machine emission control system be bypassed or disconnected, meaning machine is non-compliant. There will be an opportunity to put machine back to a compliant status, this will require a check from SMT GB Product Support. Once deemed compliant this agreement can continue.

SCHEDULE 1 - COMPONENTS EXCLUDED BY THIS FULL WARRANTY AGREEMENT:

- Routine service and maintenance
- Use of consumables parts (e.g. fuses, wiper blades, v-belts)
- Coolant, Lubricants (inc. Grease) & Filters, unless required as part of repair
- Glass
- Tyres
- Paintwork
- Wearing items e.g. screed, conveyor, auger.
- Filter element DPF (diesel particulate filter) as this is a serviceable element. (Unless failure as a consequence of other component failure)
- Hoses (including fittings & seals)
- Extension boxes
- Turbo due to hot engine shutdowns or lack of idle time before shutdown (both at SMT GB discretion)
- Fuel injectors (excluded if subject to contamination)

- All 3rd party systems e.g. exclusion lighting, human form recognition (HFR)
- All 3rd party fitments e.g. 360 mirrors, flat mirrors, beacons etc.

Applicable Law:

This Agreement and any matter arising from or in connection with it shall be governed by and construed in accordance with English law.

Each party irrevocably agrees to submit to the exclusive jurisdiction of the English courts over any claim or matter arising from or in connection with this Agreement.

Entire Agreement:

This Agreement constitutes the entire agreement between the Parties relating to the subject matter hereof.

This Agreement supersedes all existing agreements or arrangements by and between any member of the SMT group or the Dynapac Company Group relating to the subject matter hereof, whether written or oral, and all such prior agreements or arrangements are hereby deemed terminated by mutual consent of the Parties.