

## Standard Warranty Policy

(Rev. 2, 1-January-2008)

Linde Hydraulics Corporation (LHC) warrants all products to be free from defects in material and workmanship under normal operating conditions and proper application in accordance with the specifications for operation as described in the LHC product catalogs:

### 1. Warranty Coverage

- 1.1. The warranty does not cover conditions over which LHC has no control, including, without limitation, contamination, pressures in excess of recommended maximum, products damaged or subjected to accident, abuse or misuse after shipment from LHC, products altered, disassembled or repaired by anyone other than LHC personnel or persons authorized in writing by the LHC Warranty/Service Department prior to commencement of said work.
- 1.2. Failures which are not attributable to defects in material and/or workmanship and which are not considered by LHC as part of the warranty coverage include, but are not limited to:
  - 1.2.1. Damages due to deterioration during periods of storage by the purchaser prior to installation and operation.
  - 1.2.2. Damage of any kind from erosive or corrosive action of any gasses or liquids handled by the machinery.
  - 1.2.3. Lack of hydraulic fluid, incorrect type of hydraulic fluid or contamination of the hydraulic fluid.
  - 1.2.4. Damage attributed to accident, abuse, and neglect.
  - 1.2.5. Incorrect mounting of external gears, pulleys, ancillary hardware, etc.
  - 1.2.6. Operating beyond the recommended maximum speeds, pressure and temperatures.
  - 1.2.7. Use of the product in a manner/purpose which it was not designed or intended by LHC.
  - 1.2.8. Misalignment.
  - 1.2.9. Product repaired, disassembled, and/or altered by unauthorized personnel

### 2. General Provisions

- 2.1. No special, incidental, consequential or other damages shall be recoverable. LHC shall not be liable for collateral damages or contingent liabilities including, but not limited to, loss of life, personal injury, loss of crops, loss due to fire or water damage, loss of business income, downtime costs and trade or other commercial loss arising out of the failure of our products. LHC will in no event be liable for any sum in excess of the price received for the product for which liability is claimed or associated.

### 3. Warranty Returns

- 3.1. No products shall be returned without prior authorization from LHC. Customers shall prepay all transportation charges for the return of such products to LHC. There will be no acceptance of any charges for labor and/or parts incidental to the removal and remounting of products repaired or replaced under this warranty. There will be no acceptance of any transportation charges for product shipped from end-user to LHC, or any stops in-between unless otherwise agreed to in writing by LHC.

### 4. Warranty Payments/Credit

- 4.1. For warranty approved product, LHC will repair, replace with new, or credit the customer's account, at LHC's discretion.

5. Warranty Period

- 5.1. All NEW and REMANUFACTURED Linde products have a warranty period of 18 months from date of sale from LHC. LHC will honor 18 months from "Distributor date of sale" or "OEM date of sale" provided:
- 5.1.1. The sale occurs within 12 months of LHC's date of sale
  - 5.1.2. LHC is provided documentation clearly exhibiting Distributor/OEM "date of sale"
- 5.2. Customer has 30 days after delivery of SERVICE PARTS to identify damaged or defective parts and to request warranty.

6. Warranty Limitations

- 6.1. This warranty is expressly in lieu of any other warranties, expressed or implied, including any warranty of merchantability or fitness for a particular purpose.

7. Warranty Processing Procedure

- 7.1. A Return Authorization (RA) number must be obtained from the LHC Warranty/Service Department prior to any products being returned for warranty consideration. The RA number must be clearly marked on the outside of the package of the returned product. Product returned without authorization or without the RA Number clearly marked on the outside of the package, will be rejected at the dock and returned to sender, freight collect.
- 7.2. All products submitted for warranty consideration must be shipped prepaid to LHC for warranty inspection and/or evaluation unless otherwise agreed to in writing by LHC.
- 7.3. Products returned for warranty consideration should not contain the customer's fittings, couplings, hoses, etc. LHC does not assume responsibility for the return of such fittings, couplings, hoses, etc.
- 7.4. To insure a proper and accurate warranty evaluation, products returned for warranty consideration must have all open ports blocked or capped, and must be properly packaged to preclude damage during shipment.
- 7.5. All products returned to LHC must be forwarded by the buyer or, in the case of products imported on a foreign manufactured machine, by the US/Canada agent for that machine. The term "Buyer" as used herein means the person or firm who purchased the product from LHC and includes direct OEM customers and LHC distributors.
- 7.6. Products being submitted for warranty consideration can be received from third parties as long as the RA number is requested by the Buyer or Agent.
- 7.7. Products repaired under warranty can be "drop shipped" to third parties if requested by the Buyer or Agent. The invoice (if applicable) and Unit Failure Analysis (UFA) Report will be sent to the Buyer or Agent.
- 7.8. Products returned for warranty consideration, which are found to be defective in material or workmanship and are within the stated warranty period will be repaired and tested (if applicable) at no charge.
- 7.8.1. Repairs performed under warranty will be warranted against further defects in material or workmanship for the balance of original warranty time, or six (6) months after the repaired unit is placed in service (as long as this occurs within 12 months from when the repaired product is shipped from LHC), whichever occurs last.
  - 7.8.2. LHC will only pay return freight on products repaired under warranty. LHC will credit the Buyer or Agents account for standard shipping costs (non-expedited, non-air freight) if the product warranty is approved, excluding brokerage, custom fees, etc.

- 7.9. If the damage to the product is beyond economical repair and the cause of the failure is attributable to faulty material or workmanship, LHC may elect to scrap the returned product and supply a new replacement. Alternatively, a credit may be issued for the value equal to the original purchase price of the scrapped product.
- 7.10. For products denied warranty:
  - 7.10.1. At the Buyer or Agent's request, the product can be remanufactured for a price published and/or quoted by LHC. The Buyer or Agent is responsible for freight and brokerage fees both ways when warranty is denied.
  - 7.10.2. Buyer and Agent are responsible for the freight and brokerage fees both ways and for the cost of any gaskets and seals that may need to be replaced following the examination.
  - 7.10.3. Such products will only be warranted for the balance of their original warranty period.
- 7.11. Upon inspection and/or test of each product, a UFA Report will be completed by the LHC Warranty/Service Department. This document will report the condition of the product and a diagnosis of the failure or malfunction, if applicable. One copy of the UFA Report will be forwarded to the Buyer or Agent.
  - 7.11.1. If a product is denied warranty, it will be kept by LHC, pending disposition by Buyer or Agent, for a period of thirty (30) days. At the end of this period, the product will be shipped back, as is, at the expense of the Buyer/Agent or scrapped at LHC after receiving written approval from the Buyer and/or Agent.