



HUMDINGER EQUIPMENT LTD.



From Waste to Value

455 CDH LIMITED WARRANTY

WARRANTY PERIOD

Humdinger Equipment, Ltd warrants that each new 455 CDH to be manufactured free from defects in material and workmanship for period of twelve (12) months from the date of shipment to the original customer. Humdinger Equipment, Ltd offers an extended warranty on the chain and disks for two (2) years from the date of shipment to the original customer.

CLAIMS SUBMISSION

Claims are required to be submitted in accordance with instructions contained in and the forms indicated by the 455 CDH WARRANTY PROCEDURE document. Claims must be submitted within 45 days of occurrence or will not be processed.

HUMDINGER EQUIPMENT, LTD. RESPONSIBILITIES

If a defect in material or workmanship is identified during the Warranty Period, Humdinger Equipment, Ltd. will, during normal working hours and through a place of business designated to be a Humdinger Equipment, Ltd. authorized repair facility:

- Provide at Humdinger Equipment, Ltd. discretion, new, remanufactured or Humdinger Equipment, Ltd. approved repair parts or assembled components as needed to correct the defect.
- **Note: Items replaced under this warranty become the property of Humdinger Equipment, Ltd.**
- Provide a reasonable amount of labor needed for the Humdinger Equipment, Ltd. authorized repair facility to correct the defect at a labor rate that has been approved by Humdinger Equipment, Ltd.
- Compensate for a reasonable amount of normal parts freight.
- Compensate for a reasonable amount of travel time up to one and one half (1.5) hours per day per location

HUMDINGER EQUIPMENT, LTD. IS NOT RESPONSIBLE FOR DEFECTS FROM

- Abuse, accident, neglect and / or improper repair or storage.
- Any use or installation which Humdinger Equipment, Ltd. determines is improper.
- Repairs by other than a Humdinger Equipment, Ltd. authorized repair facility.
- Customer's unreasonable delay in making the Humdinger Equipment, Ltd. 455 CDH available after being aware of a potential product problem.
- Any parts or accessories installed on a Humdinger Equipment, Ltd. 455 CDH which were not manufactured, recommended or installed by Humdinger Equipment, Ltd. Claims in this regard shall be make solely to the respective manufacturer.

CUSTOMER RESPONSIBILITIES

- 455 CDHs with known failed or defective parts must be taken out of service as soon as possible to avoid contingent damage.
- Expenses to investigate or troubleshoot complaints, unless the problem is caused by a defect in Humdinger Equipment, Ltd. material or workmanship.
- Labor expenses, except as stated under HUMDINGER EQUIPMENT, LTD. RESPONSIBILITIES above.
- Parts shipping freight in excess of the usual and customary.
- Federal, state and local taxes, if applicable.
- Proper and timely maintenance and periodic inspection of the Humdinger Equipment, Ltd. 455 CDH as indicated in the operator's manual. The cost of routine or required maintenance and service is the responsibility of the customer. The customer is required to keep documented evidence of when and by whom maintenance service is performed.

TIRE WARRANTY

- Tire warranty must be submitted directly with the tire manufacturer or their local distributor.
- Humdinger Equipment will assist customer in identifying the appropriate contact for submitting claims in their area.

WARRANTY LIMITATIONS AND DISCLAIMERS

Humdinger Equipment, Ltd. reserves the right to make changes in the design of products and make improvements to products without incurring any obligation to incorporate such design changes or improvements in any product in process at Humdinger Equipment, Ltd or any product already shipped from Humdinger Equipment, Ltd.

The foregoing shall constitute the sold and exclusive remedy of any customer of a Humdinger Equipment, Ltd 455 CDH and the sole and exclusive responsibility of Humdinger Equipment, Ltd. and in lieu of all other warranties, expressed, implied or statutory, including but not limited to any implied warranty of merchantability, or fitness for a particular purpose. Humdinger Equipment, Ltd. neither assumes nor authorizes any person to assume for it any other obligation or responsibility in connection with this Humdinger Equipment, Ltd. 455 CDH warranty. In no event shall Humdinger Equipment, Ltd. be responsible for direct, indirect, special or consequential damages, or for any delay or any economic or commercial loss resulting from Humdinger Equipment, Ltd. performance or non-performance under this warranty. This warranty is expressly in lieu of all warranties, obligations or responsibilities of Humdinger Equipment, Ltd 455 CDH dealers or authorized agents, expressed, implied or statutory.

Warranty coverage is not extended to repairs or parts and services required as a result of normal or accelerated wear and tear. Nor for periodic maintenance which is performed in accordance with published schedules.

No modifications to this warranty shall be valid and accepted by Humdinger Equipment, Ltd unless so stipulated in writing and executed by both Humdinger Equipment, Ltd. and the product owner.

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