



# **PRODUCT** WARRANTY

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## CERTIFICATE OF GENERAL EQUIPMENT WARRANTY

**BOMAG Americas, Inc.** warrants new compaction equipment products sold by it to be free of defects in materials or workmanship at the time of manufacture. This Warranty is subject to the following conditions:

- A. The warranty period for all ride-on compaction, stabilization, milling, and paving products is twelve (12) consecutive months or 1000 hours, whichever comes first, covering parts and labor from the Date of Delivery for initial use.
- B. The warranty period for all walk-behind compaction products is twelve (12) consecutive months covering parts and labor from the Date of Delivery for initial use.
- C. The warranty period for the refuse compactor is twelve (12) consecutive months or 2000 hours, whichever comes first, covering parts and labor from the Date of Delivery for initial use.

**BOMAG Americas, Inc.** obligation and liability under this warranty is expressly limited to the cost, exclusive of freight, duty, taxes, handling charges, of, during normal working hours, replacing or, at the sole option of **BOMAG Americas, Inc.**, repairing by an authorized BOMAG Americas equipment distributor, parts determined, upon inspection to have been defective in material or workmanship within the applicable period, to be not as warranted.

D. The warranty for replacement or repair parts installed in the product shall be six (6) months from the Date of Installation. This warranty is limited to providing a replacement part; not including freight, duty, taxes, handling charges or cost of installation; to replace that part found not to be as warranted or, in the alternative, at the sole option of **BOMAG Americas, Inc.**, the cost, excluding travel and freight, of repairs, during normal working hours, to that part found to be not as warranted.

THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. BOMAG AMERICAS' OBLIGATION SHALL NOT INCLUDE ANY LIABILITY FOR DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGE OR DELAY.

This warranty covers only defects in materials and workmanship or noncompliance in products sold by **BOMAG Americas**, **Inc.** 

Warranty coverage is not extended to repairs or parts and services required as a result of:

#### 1. Normal or accelerated wear and tear.

Specific items might include, but are not limited to:

A. Brakes E. Seals and Packings schedules

B. Belts F. Tires
C. Hoses G. Fuses
D. Bulbs H. Clutches

#### 2. Alterations, not approved by BOMAG Americas, Inc.

Including installation of "unapproved" accessories.

#### 3. Abuse.

Specific examples might include, but are not limited to are:

- A. Overloading
- B. Misapplication
- C. Improper Operation and Storage
- D. Neglect

#### 4. Lack of Maintenance.

Including:

- A. Failure to inspect and maintain in accordance with published schedules
- B. Improper Repair
- C. Use of "unapproved" parts

### 5. Periodic maintenance which is performed in accordance with BOMAG Americas, Inc. published schedules.

Specific items might include, but are not limited to:

- A. Tune-up Parts
- B. Filters
- C. Spark Plugs
- D. Oil/Grease, Lube/Fuel

#### Certain products manufactured by other suppliers are covered by warranties extended by the original product manufacturers.

Examples include, but are not limited to:

- A. Batteries
- B. Tires
- C. Engines
- D. Attachments and Trade Accessories