



**WACKER
NEUSON**
all it takes!

	007
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Compact Equipment Warranty Policy



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PREFACE

This Warranty Policy (this "Policy") covers Compact Equipment products manufactured and/or sold by Wacker Neuson Corporation and its subsidiaries ("Wacker Neuson") in the United States and Canada. Light Equipment and Climate Control Products will have detailed policies separate from this Policy.

DISTRIBUTOR'S WARRANTY RESPONSIBILITIES

This Policy is to be used as a guide in determining warranty coverage and claim procedures for all Wacker Neuson Compact Equipment ("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 the responsibility of all authorized Wacker Neuson distributors ("Distributors"). Credit for accepted warranty repairs will only be given after the receipt by Wacker Neuson of the Distributor's properly completed warranty claim form. Warranty claim submittal requirements are described later in this Policy.

Distributor's warranty responsibility begins upon first receipt of new Equipment from Wacker Neuson. 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 will not be covered under the exclusive warranties and remedies contained in this Policy.

Distributor shall store new Equipment as is necessary to prevent deterioration and other damage. Distributor shall take such steps as are necessary to maintain and prepare Equipment for delivery to the end-user upon sale or assignment to the rental fleet. Such steps may include, by way of example, without limitation, storage of the equipment indoors, covered, or otherwise protected with proper preventative coatings or sealants and maintenance of batteries so as to avoid discharge and/or sulfation.

Before transferring Equipment to the end-user, Distributor shall review the Operator's Manual with the end-user and review the importance of the preventive maintenance schedule, basic operation of the Equipment and the warranty coverage. The end-user will 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.

Distributors can repair Equipment and file a warranty claim with Wacker Neuson, if the Distributor reasonably determines that the repair is covered by this Policy. The Distributor must order the parts from Wacker Neuson as required to facilitate the repair. Upon receipt of the parts, the Distributor should make the repair and test the Equipment. Within thirty (30) days of completing the repair, the Distributor shall submit a warranty claim to Wacker Neuson for final determination as to whether the repair falls within the guidelines of this Policy. If possible, the warranty claim should include the serial number of the repaired Equipment. Defective parts must be held by Distributor until they receive either a Return Authorization Number or credit for the repair.

In the event that a major failure occurs and the Distributor reasonably estimates that the combined repair labor and total net parts cost may be 50% or more of the net cost of a new machine, the Distributor must submit this estimate to Wacker Neuson for approval prior to proceeding with the repair of the Equipment.

Sold Equipment or Equipment placed into a rental fleet must be registered with Wacker Neuson within fourteen (14) days of first use through electronic entry at www.wackerneuson.com. If the applicable Equipment is placed into Distributor demo fleet ("Demo Equipment") the Demo Equipment must be registered within fourteen (14) days after the Demo Equipment has accrued 100 hours of operation.

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 coverage period(s) listed in the "STANDARD WARRANTIES COVERAGE PERIOD" table below (as applicable, the "Coverage Period"). The Coverage Period start date is the earlier of (A) the date of sale of the Equipment to the first end user or assignment of the Equipment into a rental, re-rent or demo fleet, or (B) twelve (12) months after the date that Wacker Neuson delivers an invoice to the Distributor for the Equipment. Any Equipment placed into the Distributor Floor Plan program must remain in new condition. **Engines and engine components (including the emissions system) are warranted solely through the engine manufacturers' authorized distribution network or associated authorized service centers, and any warranty repairs of engines must be performed by such engine manufacturer's authorized distributors or service centers.**

Sale of Demo Equipment is not considered a sale of new Equipment for warranty purposes unless otherwise agreed by Wacker Neuson in writing. Should any Demo Equipment be purchased out of Wacker Neuson's or its Distributor's demo fleet during such Equipment's Coverage Period, such Equipment will be warranted for the remaining Coverage Period (in years) starting from the date that Equipment was placed into such demo fleet, or remaining engine hours, whichever hereof occurs first. If less than 1 year of warranty is remaining at the time of sale out of demo inventory the Equipment will receive 1 year or 1,000 engine hours of warranty coverage, whichever hereof occurs first.

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 A WACKER NEUSON AUTHORIZED DISTRIBUTOR, AT WACKER NEUSON'S DISCRETION, WHICH SHALL BE THE END-USER'S EXCLUSIVE REMEDY HEREUNDER.

Wacker Neuson must receive electronically submitted warranty claims within the earlier of (A) thirty (30) days after repair is completed, or (B) sixty (60) days after the end of the applicable Coverage Period.

Only duly authorized personnel of Wacker Neuson can approve warranty claims or modify this Policy in writing in any manner.

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.

STANDARD WARRANTY COVERAGE PERIOD

		Year 1 (2,000 hr.)¹	Year 2 (2,000 hr.)¹	Year 3 (4,000 hr.)¹	Year 4 (4,000 hr.)¹
Dumpers		Full Warranty	Full Warranty		
Telehandlers	<i>Machine</i>	Full Warranty	Full Warranty		
	<i>Kohler KDI Engine²</i>	Full Warranty	Full Warranty	Full Warranty	Full Warranty
Wheel Loaders - All Wheel Steer or Articulated		Full Warranty	Full Warranty		
Excavators* - Tracked or Wheeled		Full Warranty	Full Warranty		
Utility Track loaders		Full warranty	Full warranty		
Skid and Track Loaders*	<i>Machine</i>	Full Warranty	Full Warranty		
	<i>Kohler KDI Engine²</i>	Full Warranty	Full Warranty	Full Warranty	Full Warranty
Attachments - Accessories or other		12 months from the date of first use or retail sale, not to exceed a total of 24 months from date of purchase from Wacker Neuson.			
Replacement Parts		Machines under warranty – 6 months from date of sale to end user or remainder of applicable Coverage Period (whichever hereof is greater) Machines out of warranty – 6 months from date of sale to end user			
Batteries and Hydraulic Hoses		Year 1 - Covered 100%, excluding damaged or sulfated batteries due to inadequate maintenance. Year 2 - Covered 50%, excluding damaged or sulfated batteries due to inadequate maintenance.			

¹ The Coverage Period ends upon the first to occur of the end of the applicable time period or upon meeting the hours threshold.

² Kohler Engine warranty warranted solely through the Kohler distributor network. Wacker Neuson dealers who have completed Kohler certification through Wacker Neuson University factory training may complete warranty repairs on Kohler engines and file warranty for Kohler engine repairs to Wacker Neuson.

** For machines purchased, in dealer inventory, or with existing purchase orders with Wacker Neuson prior to April 1, 2020, warranty coverage which was active at the time of sale or purchase order placement with Wacker Neuson will be applicable.*

WARRANTY TRANSFERABILITY

If registered Equipment is sold to another party, remaining warranty coverage will automatically transfer to the receiving party as long as the machine was registered properly as set forth above under "Distributor's Warranty Responsibilities."

WARRANTY LIMITATIONS

The above warranties do not apply to use of non-approved parts or the performance of repairs by anyone who is not an authorized Distributor of Wacker Neuson. All parts for warranty repairs must be purchased from Wacker Neuson unless advised otherwise by an authorized warranty representative of Wacker Neuson in writing. Use of non-approved parts, components or accessories may result in partial or complete voidance of above warranties, at Wacker Neuson's sole discretion. The above warranties will be voided if tamper proof seals on specific components are broken or removed.

The above warranties do not apply to failures in Equipment, replacement parts, components, attachments or batteries and hydraulic hoses resulting from:

- (a) Unauthorized or improper use, operation, maintenance (including failure to provide routine maintenance as set forth in the Operators Manual), alteration or modification, except as directed in writing by authorized Wacker Neuson personnel.
- (b) End-user's or any third party's negligence.
- (c) Use of improper fluids and/or oils.
- (d) Attachment connection and operation requiring output other than the range specified for the product.
- (e) Any natural disaster, act of nature or other external factors such as but not limited to flood, wind, fire or lightning.
- (f) Damage due to shipping, transport or handling.
- (g) Storage conditions and/or environmental damage in a corrosive atmosphere, or otherwise in contact with corrosive materials.
- (h) Operation of the Equipment with parts or components which do not match or meet the specifications recommended by Wacker Neuson.
- (i) Rear/side view mirrors, cab glazing (glass), light bulbs, fuses and hydraulic couplers and switches.
- (j) Accident, neglect, unreasonable use or operation of the Equipment.
- (k) Any other act, omission or circumstance beyond Wacker Neuson's reasonable control.
- (l) Resultant damage due to use of non-Wacker Neuson parts and components or use of non-approved third party accessories and add-ons.

The above warranties also do not apply to engines, engine components or motors (including the emissions system), which are warranted solely through the engine manufacturers' authorized distribution network or associated authorized service centers, and any warranty repairs of engines must be performed by such engine manufacturer's authorized distributors or service centers.

The above warranties also do not apply to accessories or maintenance items such as, but not limited to; filters, V-belts, lubricants, fluids, paints, tires, tracks, brake linings, light bulbs and attachment accessories or any other part deemed wear items by Wacker Neuson, all of which are sold "AS IS."

RIGHT TO MAKE CHANGES

Wacker Neuson reserves the right to change or update the design of any part of the Equipment at any time. Wacker Neuson has sole discretion of providing any change or update to any previously ordered, sold, or shipped Equipment.

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.

The Extended Service Protection Plans, ESPP, are offered and administered solely by EPG Insurance Inc. in the U.S. and Protection Point Services in Canada. For questions or to submit a claim, parties can be contacted at 1-866-408-2881 (US) or 1-888-952-5511 (Canada), respectively.

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 engine manufacturer's documentation for warranty details. Engines used are warranted solely through their respective manufacturer and/or its authorized distributor network and service centers. If an engine vendor is not available or if the Distributor would like to pursue authorization status for specific engine brands, contact Wacker Neuson for advice.

PART AVAILABILITY

All parts for warranty repairs must be purchased from Wacker Neuson unless advised otherwise by an authorized warranty representative of Wacker Neuson in writing. If a Distributor does not have one or more of the parts required to complete the warranty repair, they will have to order them from Wacker Neuson through the normal established procedures. Parts used for a warranty repair not purchased from or authorized by Wacker Neuson may not be covered by the above warranties or eligible for reimbursement, and/or may result in partial or complete voidance of above warranties, at Wacker Neuson's sole discretion.

Wacker Neuson will not send parts to end-users 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 submit the appropriate completed warranty claim on the www.wackerneuson.com website via the Distributor Login Portal. Reimbursement for warranty parts will be paid at the net price of the part.

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 misdiagnosis or failures in service work.

Any third-party repairs must first be approved by an authorized representative of Wacker Neuson. Wacker Neuson may not provide reimbursement for costs associated with the use of third party service providers or hiring of personnel necessary to perform the repair properly.

SPECIALIZED TOOLS OR EQUIPMENT

Wacker Neuson's Distributors are required to have on-hand, any manuals, specialized equipment and trained personnel necessary to perform repairs properly. Wacker Neuson will not provide reimbursement of any cost related to negligence or costs associated with the use of third party service providers or hiring of alternate personnel necessary to perform said repair properly. 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.

EMISSIONS SYSTEM RELATED WARRANTY EXCLUSION

The emissions system is not covered by the above warranties. Warranty for components of the emissions system are part of the engine manufacturer's warranty, and are outlined in the engine manufacturer's applicable Owners & Operations manual and/or the Operators Manual for the Equipment. Refer to these documents for information on what is covered. If you are unable to locate the Operators Manual that came with the Equipment, one can be obtained from www.wackerneuson.com. The serial number of the Equipment will be required to obtain the correct manual. Unauthorized modifications or alterations of emission related components shall void all of the above warranties. Components covered under this section include up to the first scheduled maintenance, vary by manufacturer. Consult the manufacturer's specific information on coverage.

MAINTENANCE OF EMISSION SYSTEMS

Follow the maintenance schedule listed in the Engine 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, light or under loading, in high temperatures or extremely dusty environments, more frequent service may be required. Regeneration of or maintenance to the exhaust after-treatment systems in these cases is not covered under this or the engine manufacturer's warranty.

WARRANTY CLAIM SUBMITTAL INSTRUCTIONS

All warranty claims must be submitted on-line at www.wackerneuson.com. To submit claims on-line, the claimant must be a registered user and be signed into the website. Paper forms are no longer provided. If you or your company does not have an account on our website, you may contact Wacker Neuson Parts Support Group and a web account will be created.

Claimants must follow these steps when submitting a claim to ensure prompt processing and consideration for reimbursement:

- 1) Electronic claim forms must be filled out completely. Information which must be included is:
 - i) Equipment serial number
 - ii) Equipment's Date of First Use and the Date of Failure
 - iii) A detailed description of the customer complaint, cause, and correction
 - (a) Only one failure per claim is allowed. Multiple issues cannot be submitted on a single claim
 - iv) Listing and photos of any failed parts and associated data/serial number tags if applicable
 - v) Labor time
 - vi) Contact name and phone number
- 2) Wacker Neuson must receive electronically submitted warranty claims within the earlier of (A) thirty (30) days after repair is completed, or (B) sixty (60) days from the date of failure.

- 3) All defective parts must be held for 90 days after a warranty decision has been made or parts are requested for inspection by Wacker Neuson. Wacker Neuson reserves the right to have an employee or other representative inspect the parts on-site to confirm warranty coverage. Parts are not to be returned unless requested to do so by Wacker Neuson.
- 4) Upon Wacker Neuson's approval of a warranty claim per this Policy, a warranty credit will be issued as follows:
 - i) **Parts:** Net purchase prices of original equipment spare parts purchased from Wacker Neuson with standard ground shipping. Expedited shipping is not considered for reimbursement.
 - ii) **Labor:** Labor rate currently allowed by Wacker Neuson

CONTACT INFORMATION

If you have any questions regarding your warranty rights and responsibilities please contact:

WACKER Neuson Corporation
Product Support Department
N92 W15000 Anthony Ave.
Menomonee Falls, WI 53051

Fax – 1-888-596-6579
Phone – 1-800-770-0957
E-mail – technical.support@wackerneuson.com