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## Warranty Policy

WARRANTY MANUAL





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This warranty applies to Wacker machinery sold within the  
United States and Canada only!  
Machinery sold outside of these areas will be covered under  
other warranty policies not contained in this manual.

## **STANDARD WARRANTIES**

Wacker Corporation standard policy warrants each new product to be free from defects in materials and workmanship under normal use and service for a period of twelve (12) months from the date of sale to the first user. Certain equipment carries extended warranties, detailed later in this policy.

Wacker Corporation warrants, with respect to used and demo machines that they shall be free from defects in materials and workmanship, under normal use and service for a period of thirty (30) days, or for the remainder of the standard Wacker Corporation new machine warranty, whichever period is greater, from the date of sale. Purchase of demo machines is not considered a new sale for warranty purposes unless otherwise stated in writing on the sales order.

If within the applicable warranty period any Wacker Corporation products shall be proved to Wacker Corporation's satisfaction to be in need of other than routine service and/or preventative maintenance, such products shall be repaired or replaced at Wacker Corporation's sole option. Products for repair or replacement will be shipped to the purchaser F.O.B. Wacker Corporation's authorized Dealer.

Wacker Corporation's warranty obligation shall be limited to repair or replacement which shall be user's exclusive remedy hereunder. This obligation shall not include any of the user's costs of labor, except as set forth later, whether for product removal, reinstallation or otherwise, and shall be conditioned upon Wacker Corporation receiving written notice of any warranty claim within thirty (30) days after its discovery. Return of products for warranty repair or replacement shall be F.O.B. Wacker Corporation's authorized Dealer, as Wacker Corporation designates. Only duly authorized personnel of Wacker Corporation can approve warranty or modify this policy in any manner.

With respect to new machines, during the initial warranty period, the repair or replacement warranty shall include the user's cost of labor, provided that inspection and repair is done by an authorized Dealer of Wacker Corporation.

The warranty period for replacement parts used in product repairs is thirty (30) days from the date of the customer's receipt of the replacement parts. This remedy is exclusive and shall not be deemed to have failed of its essential purpose so long as Wacker Corporation is willing and able to replace the parts in question or issue a credit to the user within a reasonable time after the user proves to Wacker Corporation that a warranty claim exists.

## **EXCEPTIONS and EXCLUSIONS**

This warranty shall not apply to products which have been subjected to unauthorized use, alteration or modification, the user's negligence, an accident, damage due to shipper's handling, storage conditions or any damage caused by circumstances beyond Wacker Corporation's control. This warranty also shall not apply to products that are operated improperly, improperly maintained or improperly stored. It also shall not apply to the use of non-approved parts and the performance of repairs by anyone who is not an authorized Dealer of Wacker Corporation.

Further, this warranty does not apply to accessories such as; Engines, motors, batteries, tires or any other parts not manufactured by Wacker Corporation. Nor does it apply to spark plugs (after first scheduled maintenance), filters, V-belts, bellows, pump diaphragms, mechanical seals, shockmounts, lubricants, paints, blades, carbide tipped breaker/drill tools – i.e. twist drills, core bits, rock bits – all of which are sold AS IS WITH ALL FAULTS.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS AND IMPLIED WARRANTIES (except warranties of title). WACKER CORPORATION SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. There are no warranties which extend beyond the description contained within this document.

## **ENGINE WARRANTY:**

See the engine manufacturers' documentation for warranty details. Engines used are warranted through their respective manufacturer. Warranty work should only be performed by authorized dealers for these companies. Wacker Corporation can not authorize warranty on engines. If an engine vendor is not available, contact Wacker for guidance.

## **EXCLUSION OF CONSEQUENTIAL DAMAGES AND DISCLAIMER OF LIABILITY**

Wacker Corporation's liability with respect to breaches of warranty shall be limited as provided in the section "STANDARD WARRANTIES" hereof. With respect to other breaches of contract, Wacker Corporation's liability shall in no event exceed the purchase price of the subject goods that were purchased from Wacker Corporation.

WACKER CORPORATION SHALL NOT BE SUBJECT TO AND DISCLAIMS: (1) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY, (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING WITHOUT LIMITATION, NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD BY WACKER CORPORATION, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATING THERETO, AND (3) ANY AND ALL CONSEQUENTIAL, INCIDENTAL AND CONTINGENT DAMAGES OF ANY NATURE WHATSOEVER.

Without limiting the generality of the foregoing, Wacker Corporation specifically disclaims any liability for penalties (including administrative penalties), special or punitive damages, damages for lost profits or revenues, damages for loss of use of products or any associated equipment, cost of capital, facilities or services, downtime, shut-down or slowdown costs, spoilage of material, or for any other types of economic loss.

## **PART AVAILABILITY**

In the case that the repair facility does not have one or more of the parts required to complete the warranty repair, it will have to order them through the normal established procedures. All parts for warranty repairs must be purchased from Wacker Corporation unless advised otherwise. Parts used for a warranty repair not purchased from Wacker will not be covered. Wacker Corporation will not send parts to users at no charge for warranty repairs and will not reimburse extra shipping or minimum order charges for emergency orders. Once the repair is completed, the repair facility must submit the appropriate completed warranty claim form.

## **UNSATISFACTORY WARRANTY REPAIR SERVICES**

Service work performed under warranty which does not satisfactorily repair the equipment due to poor workmanship or improper initial diagnosis requiring subsequent repair will be the responsibility of the dealer or distributor. Wacker Corporation will not reimburse for improper or repeated repairs.

## **SPECIALIZED TOOLS OR EQUIPMENT**

It is assumed that the dealer or distributor performing warranty work will have on hand any manuals, specialized equipment needed and trained personnel familiar with proper operation of same to perform the repair properly. Wacker Corporation will not provide reimbursement for the purchase of any such equipment or training of its use. This is the sole responsibility of the repairing facility. Any collateral damage occurring during the repair due to the incorrect or improper use of equipment will not be considered for warranty.

## **EMISSION SYSTEM RELATED WARRANTY**

Components of the emissions control system are covered for a period of two (2) years, provided the equipment has been maintained using approved components and has not failed due to tampering, abuse or neglect. Where a warrantable condition exists, the components will be repaired or replaced at no charge. Unauthorized modifications or alterations of emission related components shall void Wacker Corporations responsibilities.

Components covered under this section may include but not exclusive to: ignition modules, spark plugs (up to the first scheduled maintenance), carburetor and intake adapters/manifolds.

## **MAINTENANCE OF EMISSION SYSTEMS**

Follow the maintenance schedule listed in the Operators Manual for the machine. This schedule is based on the machine being used for the intended purpose under normal conditions. If operated under sustained high-loads, in high-temperature or extremely dusty environments, more frequent service will be required. Only original equipment parts or parts approved by the vendor can be used. Use of non-approved after-market parts may adversely affect the machines' performance and emission output. The manufacturer of an after-market part assumes the responsibility that their part will not adversely affect performance. They must certify that the use of their part will not adversely affect the engine and comply with emission regulations.

## **WARRANTY CLAIM SUBMITTAL INSTRUCTIONS**

Warranty repairs and submission of claims may only be performed by dealers of Wacker Corporation.

## **EXCEPTIONS TO THE STANDARD WARRANTY POLICY**

### **WARRANTY COVERAGE ON WACKER RAMMERS**

Wacker Corporation Rammers equipped with the WM80 engine with oil injection or the WM90 4-cycle engine carry a limited two (2) year warranty. This warranty covers failures to the machine due to material and/or workmanship. This warranty begins either from the date of sale to the first user or from the date of assignment of the machine into rental fleet. This warranty does not extend to non-oil injected standard 2-cycle, electric or diesel powered Rammers.

### **WARRANTY COVERAGE ON WACKER BREAKERS Models EH9BL/BLM, EHB11BL/BLM/BLS and EH27**

All Wacker Corporation *Magic* and EH27 Breakers have a two (2) year warranty. This warranty begins either from the date of sale to the first user, or from the date of assignment of the machine into rental fleet. The two (2) year warranty applies to both parts and labor.

### **WARRANTY COVERAGE ON WACKER PS ELECTRIC SUBMERSIBLE PUMPS**

All Wacker Corporation PS Submersible Pumps have a two (2) year warranty. This warranty begins either from the date of sale to the first user, or from the date of assignment of the machine into rental fleet. In order to qualify for the two (2) year warranty, the date of first use and the date of failure are not to exceed thirty (30) months from date of the first invoice (i.e., the original purchase date) from Wacker Corporation. The two (2) year warranty applies to both parts and labor.

In the unlikely event that a major failure occurs and the combined repair labor and net parts cost is 50% or more of the net cost of a new machine, it is recommended that an estimate of the repair be made. This estimate should be forwarded to Wacker Corporation Product Support for approval prior to proceeding with the repair of the unit.

### **WARRANTY COVERAGE ON WACKER CRT RIDE-ON TROWELS**

#### **Gearboxes**

As of Jan 1, 2004 all Wacker manufactured Ride-On Trowels carry a limited two (2) year warranty on the gearboxes of the machine. This warranty covers only the original gearboxes as installed on the product.

#### **Steering Electronics of the CRT 48-31 V-ES**

The control board, joysticks and steering wiring harness on these products carry a limited two (2) year warranty against failures due to material or manufacturing defects. All other components carry the standard product one-year warranty.

### **WARRANTY COVERAGE ON THE WACKER BRANDED 4-CYCLE ENGINE**

All Wacker Corporation branded 4-cycle engines carry a two (2) year parts and labor warranty against defects in manufacturing and workmanship. The two (2) year warranty begins upon the date of original sale to the first user or from the date of assignment of the machine into rental fleet. During this two (2) year warranty period, Wacker Corporation will warrant the repair or replacement of any part proven to be defective and will cover the labor required to repair the engine. The use of non-Wacker Corporation parts for this purpose invalidates the warranty and for any damages caused by the use of such parts. Minor warranty repairs, including fluid leaks, starting, fuel and ignition system problems, can be performed without prior authorization. When major repair or disassembly of the engine is involved, or if the net cost to repair an engine is 50% of the net cost of a new engine, please contact Wacker Corporation Product Support department for guidance before proceeding with the repair.

## **WARRANTY ON SPECIFIC MACHINES USING THE WACKER ENGINE**

All Wacker Corporation Centrifugal Trash Pumps, WP Model Vibro-plates, 4-cycle Rammers, CT Walk behind Trowels and RD12 Roller manufactured with the WACKER branded 4-cycle engine are covered by a two (2) year warranty extending to the entire machine. This machine warranty does not apply to the (VP) Value plate line. The two (2) year machine warranty covers defects in manufacturing and workmanship. The two (2) year warranty begins upon the date of original sale to the first user or from the date of assignment of the machine into rental fleet. During this two (2) year warranty period, Wacker Corporation will warrant the repair or replacement of any part proven to be defective and cover the labor required to repair the machine. Minor warranty repairs, including fluid leaks, starting, fuel and ignition system problems, can be performed without prior authorization. When major repair or disassembly of the machine or if the net cost to repair the machine is 50% of the net cost of a new machine, please contact Wacker Corporation Product Support department for guidance before proceeding with the repair. Any authorized Wacker Corporation dealer can authorize and repair the machine under warranty.

### **What is not covered by this warranty:**

In addition to those items listed in the Standard Warranty Coverage section above, this warranty does not cover any damage caused by the use of improper fluids such as oils or fuels, drive belts, air filters and spark plugs. These items are classified as maintenance items and will not be covered under warranty.

### **How to repair a WACKER branded 4-cycle Engine and file for warranty:**

Any Wacker Corporation Dealer having experienced engine mechanics on staff can repair the engine and file a warranty claim with Wacker Corporation. Once it is determined that the repair is warranty related, the parts should be ordered from Wacker Corporation. Upon receipt of the parts, the repair should be made, the product tested for functionality and then a warranty claim should be filed with Wacker Corporation. It is important that the engine serial number information be provided to Wacker Corporation - without this information the claim will be denied. Defective parts must be held until you receive either a Return Authorization Number or credit for the repair.

## **WARRANTY COVERAGE ON WACKER P31A WET SCREED HONDA ENGINE**

The Honda engine on the power unit of the Wacker Wet Screed has a ninety (90) day warranty through Honda when placed into a rental fleet or a twelve (12) month warranty when sold to an end user. Blades are not covered for wear and are considered a consumable item.

## **WARRANTY COVERAGE ON THE WACKER LTC4L & LTC4C LIGHT TOWER**

The Wacker Corporation LTC4 Light Towers are covered by a two (2) year/three thousand (3000) hour warranty, whichever comes first, and covers defects in material and workmanship for specific components. This warranty begins at the date of sale to the first user or from date of assignment into rental fleet. This warranty covers all items on the machine excluding light bulbs, batteries, tires and routine maintenance items.

### **What is not covered by this warranty:**

In addition to those items listed in the Standard Warranty Coverage section above, this warranty does not cover any damage caused by the use of improper fluids such as oils or fuels, drive belts or filters. These items are classified as routine maintenance items and will not be covered under warranty.

### **Engines:**

Lombardini and Caterpillar engines each have **limited** warranties. **Refer to the Lombardini or Caterpillar engine warranty for specifics since they are limited warranties and do not cover all components during the complete warranty period.** Either an authorized Lombardini engine or Wacker Corporation dealer can perform a Lombardini engine warranty repair. **Only an authorized Caterpillar dealer can do Caterpillar engine warranty repairs.** For the name of your local Lombardini or Caterpillar dealer or a copy of their warranty, consult your local yellow pages, visit their respective web sites or contact Wacker Corporation Product Support Department.

## **WARRANTY COVERAGE ON WACKER GP LINE OF PORTABLE GENERATORS**

Wacker GP line of Premium Portable Generators are covered with a two-year warranty for defects in materials and workmanship. This warranty begins at the date of sale to the first user or from date of assignment into rental fleet. This warranty covers the generator end, controls and frame. The engine is warranted through the engine manufacturer, see their documentation for details.

### **What is not covered by this warranty:**

In addition to those items listed in the Standard Warranty Coverage section in this document, this warranty does not cover damage caused by the use of improper fluids such as oils or fuels or filters.

### **Engine warranty:**

See the engine manufacturers' documentation for warranty details. Engines used are warranted through their respective manufacturer, Honda. Warranty work should only be performed by authorized dealers for these companies. Wacker Corporation can not authorize warranty on engines. If an engine vendor is not available, contact Wacker for guidance.

## **WARRANTY COVERAGE ON WACKER LIQUID COOLED MOBILE GENERATORS**

Wacker Liquid Cooled Mobile Generators, sold new after Jan. 1, 2005, are covered with a two-year warranty for defects in materials and workmanship on specific components. This warranty begins at the date of sale to the first user or from date of assignment into rental fleet. This warranty covers the generator end, controls, enclosures and trailer. **The engines are warranted through the engine manufacturer and may have different, see their documentation for details.**

### **What is not covered by this warranty:**

In addition to those items listed in the Standard Warranty Coverage section in this document, this warranty does not cover damage caused by the use of improper fluids such as oils or fuels, drive belts, filters or tires.

### **Engine warranty:**

See the engine manufacturers documentation for warranty details, time and hour limitations. **Engines used in Wacker Liquid Cooled Mobile generators are warranted through their respective manufacturer, either Isuzu or John Deere. Warranty work can only be performed by authorized dealers for these companies. Wacker Corporation can not authorize warranty on engines.** If an engine vendor is not available, contact Wacker for guidance.