



MECALAC

THE GUARANTEE FOR PEACE OF MIND

MECALAC WARRANTY EXTENSION CONTRACT

→ GENERAL PROVISIONS

■ Your machine:

- Machine concerned:
- Serial Number:
- Order reference is mandatory if serial number unknown at this time:
- Date of commissioning:

→ THE MECALAC EXTENDED CONTRACTUAL WARRANTY

■ All our equipment is tested and approved before delivery and includes a control sheet.

■ MECALAC guarantees parts and labour on its machines for 24 months or 3000 hours from the date of commissioning (whichever comes first) under the following conditions:

- MECALAC maintenance plan respected and carried out in the approved MECALAC network*,
- Use of original MECALAC spare parts (including Filtration and Lubricants**) and performance of lubricant analyses,
- Presentation of proof of purchase of the parts from the approved MECALAC network (original invoice),
- Machine and parts used for the intended use described in the operating instructions,
- The machine or part has not been used in overload condition,
- The part has been replaced by an authorised MECALAC dealer, has not been damaged during its replacement and the warranty seals of the part have remained intact.

■ The contractual warranty period begins when the equipment is put into service, which must take place within a maximum period of ONE MONTH from the day of delivery to the end customer and receipt of the commissioning coupon via OneFace, or within a maximum period of SIX (6) MONTHS from delivery to the Distributor (whichever comes first)***,

■ *In Germany, the guarantee is granted to the Distributor, who undertakes to pass it on to the user customer.*

→ WARRANTY EXTENSIONS

■ The General Warranty Terms and Conditions apply to warranty extensions, for the duration of the contract (in months and hours, whichever comes first).

In the event of non-compliance with these conditions, the extended warranty agreement AND the contractual warranty are no longer valid. Claim granted after analysis, MECALAC reserves the right to amend the specifications without prior notice.

* All maintenance operations must be declared in OneFace via the «inspection visit» utility.

** Two oil analysis kits are now supplied in the MECALAC maintenance KITS and allow us to certify the origin of the engine and hydraulic oils used in the machine. Only MECALAC oils must be used to be eligible for the additional warranty year.

*** Contract to be taken out within a maximum of 6 MONTHS after the date of commissioning of the machine. Beyond this period, please contact the factory after-sales service manager in charge of the product.





REMINDER OF THE CLIENT'S OBLIGATIONS

- Replacement or repair of parts will be carried out during the warranty period in the workshop of an authorised Distributor. The application of the guarantee is strictly subject to the following:
 - compliance with the instructions given in the "Operation and Maintenance Manual" or the equivalent document,
 - maintenance carried out by an approved Distributor of the MECALAC network, in accordance with the maintenance plan,
 - the use of original MECALAC parts, including filters and lubricants,
 - the performance of regular lubricant analyses.



YOUR CHOICE OF EXTENSION CONTRACT

Check the corresponding box:

For the simple extended warranty, tick the box 2 years-3000h.

		Number of hours															
		3000	3500	4000	4500	5000	5500	6000	6500	7000	7500	8000	8500	9000	9500	10000	
Duration in months	24																
	36																
	48																
	60																

■ NUMBER OF HOURS:

■ DURATION IN MONTHS:

■ USER CLIENT:

■ AUTHORISED DISTRIBUTOR:

■ THE CLIENT AGREES WITHOUT RESERVATION:

- To comply with the general conditions of the MECALAC guarantee.
- MECALAC reserves the right to cancel this contract if the owner of the machine has not fulfilled any of the obligations mentioned above and/or if the periodic visits have not been paid to the authorised Distributor.

Done in 3 copies at

On

Signatures must be preceded by the words «Read and Approved» and stamped with the commercial seal.





STANDARD LIMITED NEW PRODUCT WARRANTY

MECALAC companies ("Supplier"), warrants the new Products manufactured or sold by it, to be free, under normal use and service, of any defects in manufacture or materials for the period of 12 months or 1500 hours from (a) delivery to, and placement into service by the first user (including as a demonstrator) or (b) delivery to the first retail purchaser, or (c) will activate 6 months from delivery of the machine to the Distributor regardless of use, whichever occurs first. Provided that Supplier receives written notice of the defect within thirty (30) days of its discovery and Buyer establishes that (i) the equipment has been maintained and operated within the limits of rated and normal usage and (ii) the defect did not result in any manner from the intentional or negligent action or inaction by Buyer, its agents or employees. The term "Products" shall include only the new equipment manufactured by Supplier.

EXTENSION OF WARRANTY: The WARRANTY may be extended for an additional year or 1500 hours, for a total of 2 years or 3000 hours (whichever comes first) subject to the above conditions and the use of the spare parts distributed by the SUPPLIER including the use of original SUPPLIER filters and lubricants. All maintenance operations must be reported in OneFace via the «inspection visit» utility by the authorised dealer who did the maintenance operations. Two oil analysis kits are provided in the SUPPLIER maintenance kits and allow SUPPLIER to certify the origin of the engine and hydraulic oils used in the machine. Oil analyses are mandatory for the extension of the guarantee. Only SUPPLIER oils and filters must be used to be eligible for the additional warranty year.

Normal maintenance, adjustments, or maintenance/wear parts are not covered by this warranty and are the sole maintenance responsibility of Buyer.

The obligation and liability of Supplier under this warranty is expressly limited to, at Supplier's sole option, repairing or replacing, with new or remanufactured parts or components, any part, which appears, upon inspection by Supplier that manufactured or sold the equipment, to have been defective in manufacture or materials. Such parts shall be provided at no cost to the owner, FCA Supplier's parts facility from which the parts were purchased. This warranty shall be null and void if parts (including wear parts) other than genuine Supplier parts are used in the equipment. No warranty shall cover any item on which serial numbers have been altered, defaced or removed. Any modification or transformation made to our equipment or Products without SUPPLIER approval, any use of parts which are not original parts or non-approved equipment would automatically void the implementation of our warranty. The replacement, modification or repair of parts during the warranty period cannot result in extending the warranty period applying to the equipment. This warranty shall not apply to any Supplier equipment or any part thereof which has been subject to misuse, alteration, abuse, negligence, accident, acts of God or sabotage.

Parts shall be replaced or repaired during the warranty period in the Distributor's workshop or a workshop agreed by SUPPLIER. The implementation of the warranty is subject to the strict application of the maintenance and use instructions in the "Manual of use and maintenance" or "Operator Manual" or any other Supplier document relative to the maintenance. The warranty obligation is expressly subject to the following obligations: to avail of the warranty, the user undertakes to have the periodic maintenance defined in the "Manual of use and maintenance" or "Operator Manual" or any other Supplier document relative to the maintenance carried out by the specialised staff of an authorised SUPPLIER Distributor or workshop with SUPPLIER genuine filters and lubricants.

If requested by Supplier, Buyer must return the defective equipment to an authorized Distributor of the Products ("Distributor") and if Buyer cannot establish that conditions then this warranty shall not cover the alleged defect. The parts in question shall only be returned by the Distributor to SUPPLIER, if so requested by SUPPLIER. In this case, SUPPLIER will arrange and pay for the transport. The Distributor must submit a warranty request via IS/IT system and comply with SUPPLIER's decision.

The Distributor must send the parts to SUPPLIER within 30 days of the SUPPLIER request, respecting the conditions laid out in the document of "Procedure and warranty conditions" available on Oneface. If these conditions are not met, the credit note will not be issued. Credit notes will not be reimbursed but deducted from account balance. If Supplier requests the Distributor to keep the defective parts in his premises, the parts shall be stocked, cleaned, with their warranty request number kept discretely nearby, protected from the elements, until a visit from the after-sales service. If nobody from the SUPPLIER after-sales service has requested return within 6 months, the parts can be destroyed.

The implementation of the Supplier's warranty is limited to replacing or repairing the parts acknowledged to be defective: labour included referring to the "Repair timetable", when existing for the Product under warranty.

The obligations of Supplier under this warranty shall not include duty, taxes, environmental fees, including without limitation disposal or handling of tires, batteries, petrochemicals, or any other charges whatsoever, or any liability for indirect, incidental, or consequential damages. Improper maintenance, improper use, abuse, improper storage, operation beyond rated capacity, operation after discovery of defective or worn parts, or alteration or repair of the equipment by persons not authorized by Supplier shall render this warranty null and void.

The Supplier's warranty only becomes effective when an examination has been carried out by the authorised Distributor or at SUPPLIER's registered office. Supplier reserves the right to inspect the installation of its respective Products and review maintenance procedures to determine if the failure was due to improper maintenance, improper use, abuse, improper storage, operation beyond rated capacity, operation after discovery of defective or worn parts, or alteration or repair of the equipment by persons not authorized by Supplier. Supplier reserves the right to make improvements or changes to its Products without incurring any obligation to make such changes or modifications to Products previously sold.

THIS WARRANTY IS EXPRESSLY IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED (INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) AND ALL OTHER OBLIGATIONS OR LIABILITY ON THE PART OF SUPPLIER. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE WARRANTY CONTAINED HEREIN.





STANDARD LIMITED NEW PRODUCT WARRANTY

ITEMS NOT COVERED BY THIS WARRANTY

The following items are **NOT** covered under this Warranty (the following list is not exhaustive):

- 1. Non-Distributor Sales:** Items sold by any individual, corporation, partnership or any other organization or legal entity that is not an authorized Distributor.
- 2. Replacement of assemblies:** Supplier has the option to repair or replace any defective part or assembly. It is the policy of Supplier to refuse claims for the replacement of a complete assembly that is field repairable by the replacement or repair of defective part(s) within the assembly.
- 3. Normal Operational Maintenance Services and Wear Parts:** Maintenance services and wear parts are excluded from warranty claims. Maintenance services not covered include, but are not limited to, such items as: tune-up, lubrication, fuel or hydraulic system cleaning, brake inspection or adjustment, parts subject to wear and tear in contact with the ground (pneumatics, caterpillars, blades, stabilizer shoes, etc.) belts, alternators, battery, electrical or electronic components of the engine, ventilator, driving straps, or the replacement of any service items such as filters or brake linings made in connection with normal maintenance services.
Elements subject to default as a result of the ambient conditions: deterioration of joints, pipes, piping, rubber pipes, cabling, electrical connections, etc. as a result of sand, chemical products, falling branches, falling stones, etc.
Nuts and bolts or links, loosened as a result of vibrations or excessive tightening.
Fuel circuit problems caused by water or dirt: example: presence of water in an injection pump, reservoir, etc.
Difficulties of the cooling circuit caused by an obstruction of the air flow.
We decline all responsibility for accidents outside the control of our will: freezing, floods, war, strikes, etc.
- 4. Conditions resulting from improper use, negligence, modification, accident or lack of necessary maintenance (technical visits indicated in the Operating and Maintenance Manual),** or use of fluids that do not comply with the recommendations of the «Operating and Maintenance Manual» or "Operator Manual" or any other Supplier document relative to the maintenance or use of accessories or equipment which have not been approved by the maker.
- 5. Indirect costs:** The warranty are not covered costs of towing or transport of the Products, the travel expenses of the mechanic such as meals and lodging; overtime or premium labor rates, loss of time, disturbances or immobilisation of the machine or indemnification of all types.
- 6. Transportation:** Any damage caused by carrier handling is a transportation claim and should be filed immediately with the respective carrier.
- 7. Deterioration:** Repairs, work required or parts exposed as the result of age, storage, weathering, lack of use, demonstration use, or for transportation of corrosive chemicals.
- 8. Secondary Failures:** Should the Buyer continue to operate a machine after it has been noted that a failure has occurred, Supplier will not be responsible under the warranty for resultant damage to other parts due to that continued operation.
- 9. Workmanship of Others:** Supplier does not accept responsibility for improper installation or labor costs of personnel other than authorized Distributor personnel.

INCIDENTAL OR CONSEQUENTIAL DAMAGE: LIMITATIONS ON LIABILITY: NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS WARRANTY, SUPPLIER SHALL NOT BE LIABLE FOR ANY, AND SPECIFICALLY DISCLAIMS ALL, INDIRECT, CONSEQUENTIAL, INCIDENTAL AND OTHER DAMAGES OR LOSSES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF PRODUCTION, LOSS OF USE, DOWNTIME OR HIRE CHARGES, INCREASED OVERHEAD, LOSS OF BUSINESS OPPORTUNITY, DELAYS IN PRODUCTION, COSTS OF REPLACEMENT COMPONENTS, PENALTIES OF ANY KIND, FAILURE OF EQUIPMENT TO COMPLY WITH ANY APPLICABLE LAWS AND INCREASED COSTS OF OPERATION). Nothing in this paragraph, however, shall operate to exclude Supplier's liability for death or personal injury. Buyer's sole remedy for breach of this warranty shall be limited to (at the sole option of Supplier) repair or replacement of the defective part. The aggregate liability of Supplier shall in no event exceed the purchase price of the equipment, provided that nothing herein shall exclude liability of Supplier for death or personal injury.

TRANSFERABILITY OF WARRANTY: The unexpired portion of this warranty may be transferred, provided that (i) the warranty has not been voided or breached by the transfer or prior to transfer, (ii) Supplier has received warranty registration for the relevant Product and (iii) the transferee completes and returns to the appropriate Supplier the appropriate warranty transfer documentation which shall be provided on request. Contact your local Distributor for additional details.

SPARE PARTS WARRANTY: Supplier warrant the parts ordered from their respective Parts Departments to be free of defect in manufacture or materials for a period of 12 months from date of retail sale to the owner / user. Parts fitted during an equipment warranty repair will take on the remaining equipment warranty. . If spare parts are taken back, our prior agreement is necessary for this operation and the amount for the return shall be assessed by our services following examination of the parts sent to our plant, carriage paid. In no case, can the possibility of a return defer payment for new parts delivered.

RETURN OF EQUIPMENT: We do not accept any return of equipment without prior agreement in writing by our registered office. If there is agreement, there shall be an allowance to cover the damage caused to any equipment, handling costs, administrative expenses.

SECOND HAND EQUIPMENT IN WORKING CONDITION: Second hand equipment in working condition is received by the customers before departure or deemed as such; it is delivered as it stands without any warranty by Supplier.

MODIFICATION OF WARRANTY: The above warranty terms are valid between the parties. Any warranty stipulations, either verbal or in writing, which may have been given to Buyers by Distributors or vendors are declared null and void, unless the agreement has been ratified beforehand by SUPPLIER. The warranty excludes all other services or compensation except the warranty indicated here above. The aggregate liability of Supplier shall in no event exceed the purchase price of the equipment, provided that nothing herein shall exclude liability of Supplier for death or personal injury

