

Union Hydraulics Aftermarket Grapple Warranty Statement

Union Hydraulics warrants new cylinders manufactured by it to be free of defects in workmanship and materials for the period of **12 months or 2,000 hrs of normal use**, whichever arrives first from the date of delivery to the first retail purchaser.

General Provisions

12 months -100% material & workmanship, and lowest return shipment charges

Union Hydraulics will repair or replace without charge for parts, or labor, any part of its new product that fails to conform to this warranty for a period of 12 months or 2,000 hrs of normal use, which ever arrives first from the date of delivery of such new products to the first retail purchaser.

Notice of any alleged defect must be given to Union Hydraulics in writing, with all identifying details (including serial number, type of equipment, purchase order number, and date of purchase) within 30 days of discovery, during the warranty period. If requested by Union Hydraulics, the defective product or component must be promptly returned to Union Hydraulics or authorized repair representative.

Freight Costs

Freight costs to return parts to Union Hydraulics if requested by Union Hydraulics for the purpose of evaluating a warranty claim for warranty credit, are covered under this policy if the claimed part or parts are approved for warranty credit. Freight costs for any part or parts which are not approved for warranty credit will be the responsibility of the individual.

Limitations

This warranty **shall not** apply to and Union Hydraulics shall not be liable for:

- 1) **Improper application or installation of products**: Any failure or performance deficiency attributable to mis-application. "Mis-application" is defined as usage of products for which they were not originally intended or usage of products in such a matter which exposes them to abuse or accident, without first obtaining the written consent of Union Hydraulics. Permission to apply any product for which it was not originally intended can only be obtained from Union Engineering.
- 2) **Negligence or accident**: Products which, in Union Hydraulics' opinion, have been subject to operation in negligence or accident.

- 3) Storage or shipping damage: Damage due to improper storage or damage occurred during shipping.
- 4) Alterations or modifications: All obligations under this warranty shall be terminated if the part or cylinder is altered or modified in any way.
- 5) Improper operation: Any failure or performance deficiency attributable to a failure to follow the guidelines and/or procedures as outlined in any Union Hydraulics or OEM operation and maintenance manual.
- 6) Improper maintenance: Any failure or performance deficiency attributable to not maintaining the cylinder or part in good operating condition as outlined in any Union Hydraulics or OEM operation and maintenance manual.
- 7) Hydraulic pressure, flow, heat, or type of fluid: Any failure or performance deficiency attributable to excess hydraulic pressure, excess hydraulic back-pressure, excess hydraulic flow, excessive heat, incorrect hydraulic fluid, or contaminated hydraulic fluid.
- 8) Improper repair: Any failure or performance deficiency attributable to repairs by anyone which in Union Hydraulics' sole judgment caused or contributed to the failure or deficiency.

Scope of Warranty

Union Hydraulics' liability, whether in contract or in tort, arising out of warranties or representations, instructions, or defects from any cause, shall be limited exclusively to repair or replacement of parts and labor under the conditions as aforesaid.

Any direct, incidental, special or consequential damage caused to the first user or any third party is excluded, as is any loss of income, profit or image caused for any reason. Under no circumstances shall the company be liable for personal or material accident or loss of production.

Union Hydraulics