

Effective with sales to the first user on or after January 1, 2017

# KLEIN WARRANTY

## STANDARD EQUIPMENT WARRANTY

Klein Products, Inc. or any of its subsidiaries (Klein) warrants its products against defects in material and workmanship for a period of (12) twelve months from the date the unit is first placed into service unless otherwise stated in purchase agreement.

Klein does not warrant malfunctions and failures resulting from misuse, negligence, alteration, modification of original configuration, accident, lack of performing scheduled maintenance services, or normal wear and tear. Nor does Klein warrant malfunctions or failures resulting from incorrect installation / integration to intended prime mover chassis performed by others (not Klein) if applicable. Nor does it include the replacement of maintenance items made in connection with normal wear items. Travel mileage, travel labor, or related travel expenses (such as meals or lodging) will not be covered. Rental equipment required will not be covered.

Klein requires the dealer/end user owner to complete the pre-delivery report and return it to Klein within 30 (thirty) days from the date the machine is placed into service. In addition, In-Service must begin no later than 6 months from the original Klein invoice date of the equipment to dealer/end user customer unless otherwise stated in purchase agreement.

**This warranty becomes null and void when the product is disassembled, welded upon, or in any way altered without prior written approval from Klein.**

Items replaced under this warranty become the property of Klein. All items replaced for warranty consideration or as directed by Klein must be returned to Klein, freight pre-paid, by the customer unless otherwise agreed upon by both parties.

### RESPONSIBILITIES:

#### Klein Responsibilities:

If a defect in material or workmanship is found during the warranty period, Klein will, during normal business hours and at a Klein facility or a place of business of an authorized Klein service facility, or other source / facility approved by Klein:

- Provide (at Klein discretion) new, remanufactured, Klein-approved repaired parts or assembled components needed to correct the defect.

NOTE: Items replaced under this warranty become the property of Klein and any subsequent credit resulting from these replacements shall be subject to return to Klein facility at Klein discretion.

- Replace lubricants, filters, and other service items made unusable by defect
- Provide reasonable or customary labor costs needed to correct the defect.

#### User Responsibilities:

- Contact Klein for authorization prior to the repair.
- Provide proof of the In-Service date (via the pre-delivery report) to Klein
- All costs associated with transporting the product or warranty item to the place of repair as identified above in Klein responsibilities.
- Costs to investigate complaints, unless the problem is caused by a defect in Klein materials or workmanship
- Labor costs except as stated under "Klein Responsibilities".
- Perform pre in-service inspection at destination prior to equipment working in service.

- Premium or overtime labor costs.
- Local taxes, if applicable.
- Parts and material shipping charges in excess of those which are usual and customary. Air freight, overnight delivery, or other special delivery is not covered.
- Give timely notice of a warrantable failure and promptly making the product available for repair.
- Performance of required maintenance and items replaced due to normal wear.
- Provide standard shop consumables to include shop towels and cleaning solvents and other shop supplies
- Costs associated with environmental compliance such as waste oil / filter management, containment fees, manifesting and haulage fees.
- Allow Klein access to any electronically stored data relevant to warranted product's application.

### SPECIAL COVERAGE LIMITATIONS

#### Kits for Field Installation

Klein tank equipment provided in kit form are designed for field assembly/installation to specific intended prime mover chassis and are covered under the terms of this warranty with the following provisions:

*Installation:* Klein will provide a basic set of drawings for use with installation of products delivered in kit form. These drawings are intended to assist the dealer/customer with installation. Klein makes no guarantee with respect to "how long" or "how many hours" a successful installation activity should take. Klein product support may be contacted for additional assistance if required. On-site installation assistance/consultation may be available. Charges may apply for this service.



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**Parts:** Klein ensures that Klein-supplied parts required for field installation will be in the field installation parts kit. There may be parts that are expected to be supplied by the customer to complete installation. Klein supplied parts will be detailed on the installation drawings. Packing lists are supplied with kits. The customer is responsible for notifying Klein of missing or damaged parts upon receipt.

**Product Interface with Chassis:** Kits are designed to fit the specific, intended chassis in its standard configuration. It is to be expected that some assembly and cutting/welding will be performed to complete the installation of the kit to the chassis including but not limited to location and welding of mounting points, shimming of body pads, clearing unexpected interference, and location of hydraulic system or other appliance mounting points.

**Hydraulic System:** Kits are designed to work with a specific model chassis. Not all hydraulic lines may be cut to length and finished – these are to be custom fitted during field installation. Labor and material to perform this is not covered under warranty. Every effort is made to provide the fittings required for installation of the hydraulic system to the chassis. Some changes may be made by the chassis manufacturer without our knowledge requiring changes in fittings, hoses, and method of installation. Klein limits its warranty responsibility to provide advice and parts required to complete installation of hydraulic system.

**Additional:** In accordance with drawings and specifications, this warranty applies to Klein manufactured components purchased, installed, and used for the purpose which such equipment was originally designed. The Klein warranty only covers defects arising under normal use and does not include malfunctions or failures resulting from misuse, abuse, neglect, alteration, and problems with electrical power, usage not in accordance with product instructions, or improper installation or repairs.

### Tank Coatings

Both internal and external tank coatings are designed to resist corrosion. Due to various environmental and specific job application conditions encountered, tank coatings are not warranted for any specified period of time.

Klein warrants the coatings to be of the proper type and quality for general equipment use and water haulage, and to have been applied to coating manufacturer quality standards of preparation and application. Interior lining requires periodic preventative maintenance to maintain corrosion inhibiting properties.

### Klein Supplied Prime Mover, engines, motors, and other related items manufactured by others

It is hereby understood that Klein Products, Incorporated warrants only the products and accessories manufactured by Klein Products. Klein Products makes no warranty with respect to engines, motors, gauges or other products not manufactured by Klein Products, such being subject to the warranty of their respective manufacturers.

### Warranty Claim Procedure

**Warranty Repair and Warranty Claim:** All repairs during warranty period to be considered for warranty reimbursement must be made with Klein approval to maintain warranty coverage. Contact Klein Product Support for repair procedures and approval. Warranty claims must be filed and received by Klein within 30 days of the failure/incident to be considered for compensation. Reference Klein warranty claim procedure. Invoices submitted for parts and labor will not be considered for warranty coverage.

**Parts Return:** Parts may only be returned for warranty credit or replacement with prior approval from Klein via a Returned Goods Advice (RGA) Contact Klein for RGA number and instructions. All returned parts are subject to evaluation prior to credit approval.

**Payment of Claims:** Payment of all warranty claims, and parts returns are made by credit to the customer account.

**Limitations of Warranty:** Warranty will be void or limited under the following conditions:

- Cracking in weld or base metal of structure caused by damage or abuse
- In-Service report not returned to Klein at time of product commissioning
- Unauthorized modifications made to mounting system, tank parts or accessories
- Unauthorized repairs, adjustments or modifications to structures, controls or spray system during warranty period.
- Any use or installation that Klein judges improper
- Attachment of accessory items and parts not sold by Klein.
- User's delay in making the product available for inspection or modification after being notified of a potential problem.
- Failure to return parts as described on Returned Goods Advice (RGA).

LIMITATION OF WARRANTY: THE PROVISIONS OF THIS PARAGRAPH ARE SELLER'S SOLE WARRANTY. SELLER MAKES NO OTHER WARRANTY OF ANY KIND, EXPRESS OR IMPLIED; AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHICH EXCEED SELLER'S AFORESTATED OBLIGATION ARE HEREBY DISCLAIMED BY SELLER AND EXCLUDED FROM THIS WARRANTY. Seller neither assumes nor authorizes any person to assume for it, any other obligation in connection with the sale of the Products. This warranty shall not apply to any Products or parts of Products which (a) have been repaired or altered outside of Seller's factory in any manner; or (b) have been subjected to misuse, negligence or accident; or (c) have been used in a manner contrary to Seller's printed instructions.

