



## LIMITED PRODUCT WARRANTY

Precision Machinery Systems, LLC (the “Company”) expressly warrants to the original end-use purchaser (the “Customer”) that, for a period of (i) one (1) year from the date of installation for any structural product or associated parts and (ii) for a period of 30 days after initial installation for any labor associated with any product defects (each the “Warranty Period”), each new compactor (the “Product” or “Products”) will be reasonably free of defects in materials and workmanship. Further, this Limited Warranty shall not apply to any loss or damage that occurs during shipment and/or delivery of the Product. This Limited Warranty shall be void if the Company’s Product is modified in any way that is not recommended or approved by the Company.

Company will, at its option, repair or replace Product without charge, or refund the cost of the Product, if the Product fails or does not perform as warranted solely due to a manufacturing defect or non-conforming labor within the applicable Warranty Period, subject to the exclusions set forth in this Limited Warranty. Replacement of the defective Product or part during the Warranty Period shall include approved labor charges necessary to repair or replace the defective Product or part if such replacement or repair is requested during the Warranty Period. Documentation must be provided to Company verifying the date of installation. Labor rates, which shall be approved by the Company, shall not include applicable limitations with respect to the warranty coverage, such as: the costs associated with removal, repair or replacement of fixtures, hardware or decorative treatment, including, but not limited to floor, wall, or ceiling treatments. Any repaired or replaced Product shall also remain subject to the original one (1) year warranty from the date of the original shipment, and any repair or replacement shall not extend the original warranty period in any manner or start a new warranty period.

For consideration under this Limited Warranty, you must notify Company in writing, providing the Serial Number of the Product, date of installation, and the nature of defect within 10 calendar days of discovery of the claim defect.

### **Disclaimer of Warranties**

Company’s Product must be stored, handled, installed, used and maintained in accordance with instructions provided by Company, and this Limited Warranty is conditioned upon compliance with all such instructions.

This Limited Warranty does not cover defects caused by:

1. non-compliance with Company’s written or verbal instructions, which may be modified by Company from time to time;
2. improper storage, installation, handling, use and/or fabrication of the Product, including but not limited to exposure to outdoor elements;
3. damage not resulting from manufacturing defects that occur while the Product is in the Customer’s possession;
4. unreasonable or unintended use of Product;
5. minor conditions such as stains, scratches, etc; or
6. Any unapproved modification of the Product by Customer or any other third-party.



Any information or suggestion by Company with respect to the Product concerning applications, specifications or compliance with codes and standards is provided solely for your convenient reference and are made without any representation as to accuracy or suitability. You must verify and test the suitability of any information with respect to the Product for your specific application.

THE WARRANTIES SET FORTH HEREIN ARE THE ONLY WARRANTIES MADE BY COMPANY IN CONNECTION WITH THE PRODUCT. COMPANY CAN NOT AND DOES NOT MAKE ANY IMPLIED OR EXPRESS WARRANTIES WITH RESPECT TO THE PRODUCT, AND DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. PRODUCTS SOLD BY COMPANY ARE SOLD ONLY TO THE SPECIFICATIONS SPECIFICALLY SET FORTH BY COMPANY IN WRITING. OTHER THAN THE LIMITED WARRANTY SET FORTH HEREIN, COMPANY MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED. COMPANY'S SOLE OBLIGATION UNDER THIS WARRANTY SHALL BE REPAIR OR REPLACEMENT OF NON-CONFORMING PRODUCTS, OR AT THE OPTION OF COMPANY, RETURN OF THE PRODUCT AND A REFUND OF THE PURCHASE PRICE. CUSTOMER ASSUMES ALL RISK WHATSOEVER AS TO THE RESULT OF THE USE OF THE PRODUCT PURCHASED, WHETHER USED SINGULARLY OR IN COMBINATION WITH ANY OTHER PRODUCTS OR SUBSTANCES.

### **Limitation of Liability**

No claim by the Customer of any kind, including claims for indemnification, shall be greater in amount than the purchase price of the Product in respect to which damages are claimed. IN NO EVENT SHALL COMPANY BE LIABLE TO CUSTOMER IN TORT, CONTRACT OR OTHERWISE, FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, STATUTORY, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF USE, LOSS OF TIME, LOSS OF REVENUES, INCONVENIENCE, LOSS BUSINESS OPPORTUNITIES, DAMAGE TO GOOD WILL OR REPUTATION, OR LOSS OF DATA, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN, IN CONNECTION WITH, ARISING OUT OF, OR AS A RESULT OF, THE SALE, DELIVERY, SERVICING, USE OR LOSS OF USE OF THE PRODUCTS SOLD HEREUNDER, OR FOR ANY LIABILITY OF CUSTOMER TO ANY THIRD PARTY WITH RESPECT THERETO.

### **Additional Requirements and Conditions**

In addition to the exclusions listed above, the warranty described under this Limited Product Warranty shall not be applicable to:

1. Any Product (or parts thereof) which are stored for a period exceeding six (6) months;
2. Any expenses or costs associated with or related to down time of the Product while a claim associated with this warranty is processed (whether or not such claim is approved).

The mileage reimbursement under this Limited Warranty is \$0.50 per mile. Mileage reimbursement shall be limited to the distance from the distributor's location to the Product location and back to distributor's location (up to a maximum of two hundred fifty (250) miles for a round-trip). Company will not reimburse labor rates for travel time.

If any replacement Products (or associated parts) are sent to Customer in accordance with this Limited Warranty, such replacement shall be delivered via UPS Ground or a comparative carrier. Company shall not be responsible for the costs associated with any expedited shipping. Notwithstanding the foregoing, the shipping costs associated with sending defective parts back to Company shall be the responsibility of the associated distributor.



**Contact Information**

Any question concerning this warranty should be addressed to:

**Precision Machinery Systems, LLC**

Address: 635 Hay St. York, PA 17403

Attention: Mike Williams

Phone: 717-846-6800

Website address: [www.precisionmachinerysystems.com](http://www.precisionmachinerysystems.com)



## **Warranty Policies and Procedures**

For consideration under this Limited Warranty, you must notify Company in writing, providing the Serial Number of the Product, date of installation, and the nature of defect within 10 calendar days of discovery of the claim defect. If the Company does not receive the warranty request within (30) thirty calendar days from the date of repair, the claim will be void.

To process a warranty, the Customer must notify the Company in writing stating the following:

- Serial number of the machine
- A work order showing a customer signature and date of installation
- Nature of the defect
  - Indicating the specific part description
- Failure date
- Detailed break-out of repair cost including (as applicable):
  - Replacement Parts (must be purchased from the Company or Authorized Dealer)
  - Labor hours (see Appendix)
  - Materials
  - Mileage (include addresses for verification)
  - Applicable receipts, quotes, invoices, pictures of failure, etc.
- If requesting warranty for multiple units, a separate request is required for each unit.
- Missing information will cause claim to be delayed or denied.

Following the receipt of this information, the Company will issue a return merchandise authorization (RMA) number to the Customer. The Customer must then issue a purchase order to the Company for the associated warranty claim, that MUST reference the RMA number. Once the purchase order is received, the replacement parts will be shipped and/or the warranty claim review will begin.

The Customer MUST return the defective part to the company, at the expense of the Customer. If the warranty is deemed valid, then a credit will be issued to the customer for the purchase order amount. If the warranty is deemed invalid, a description of the findings will be provided to the Customer and the Customer is responsible for paying the invoice associated with the warranty claim purchase order.



**Appendix A. – Approved Labor Hours**

Company Approved Labor Rate: \$75.00 per hour

Company Approved Mileage Rates: \$0.50 per mile

Max Round Trip Miles: 250

Warranty Type	Warranty Period Start Date	Warranty End Age
Structural	Date of Installation	1 Year
Parts		1 Year
Labor		30 Days

**Definitions:**

- Structural – includes all manufactured metal and weldment components (covers missing welds, incorrect welded components, unit out-of-square, etc.)
- Parts – includes all installed non-structural components of the machine including electrical and hydraulic parts; excluding wear parts.
- Labor – includes time technician is working on equipment; does not include drive time.
- Mileage – actual miles traveled by service provider from shop to machine for repairs and return. Addresses must be provided for verification; 250 mile maximum for payment purposes.
- In case of dispute regarding which warranty type applies to a specific situation, the Company will make the final determination and process the warranty request accordingly.

<b>Electrical Repairs Flat Rate Schedule</b>	
All other warranty repairs not listed below must be quoted to the Company and approved prior to repair. Failure to do so could result in claim denial.	
<b>Electrical Repairs - All repairs are for a single repair unless otherwise noted.</b>	<b>Approved Time for Repair</b>
Adjust Electrical Component*	0.5
PLC Replacement – Sorter	1
Limit Switch Replacement – Sorter, Densifier, Compactor	1
Actuator Replacement – Sorter	1
Photoeye Replacement – Sorter, Densifier, Compactor	0.5
Change Program Settings*	0.5
Interlock or Material Sensor Replacement	1
Misc. Panel Box Component Replacement	1
Motor Replacement	1.5
Oil Level Switch Replacement	1
PLC Controller Replacement	1
Position Switch/Senor Replacement	1
Pressure Switch Replacement	1
Run Additional Sealtite & Wiring (Up to 20')	1
Solenoid Coil Replacement	0.5
Tighten Wire Terminations*	0.5
Upload New Program*	0.5
<b>Note: * Only covered under warranty for initial 6 weeks.</b>	



<b>Hydraulic and Drivetrain Repairs Flat Rate Schedule</b>	
All other warranty repairs not listed below must be quoted to Marathon and approved prior to repair. Failure to do so could result in claim denial.	
<b>Hydraulic &amp; Drivetrain Repairs - All repairs are for a single repair unless otherwise noted.</b>	<b>Approved Time for Repair</b>
Cylinder Replacement - Compactor	3
Ram Cylinder Replacement – Densifier	5
Power Feed Cylinder Replacement – Densifier	3
Side Cylinder Replacement – Densifier	1
Valve Replacement	1
Gauges	0.5
Relief Cartridge Replacement	0.5
Pump Replacement – Compactor	1
Pump Replacement – Densifier	2
Filter Replacement – Densifier	2
Hydraulic Tank Clean Out and Fluid Replacement	2
Accumulator Replacement – Densifier	2
Pressure Setting Adjustment*	0.5
Hose Replacement*	1
Oil Replacement – Densifier, Compactor*	2
Tighten Hydraulic Connections*	0.5
<b>Note:</b> * Only covered under warranty for initial 6 weeks.	

<b>Structural Repairs Flat Rate Schedule</b>	
All other warranty repairs not listed below must be quoted to the Company and approved prior to repair. Failure to do so could result in claim denial.	
<b>Structural Repairs - All repairs are for a single repair unless otherwise noted.</b>	<b>Approved Time for Repair</b>
Diverter Plate Replacement – Sorter	1
Diverter Plate Shaft Replacement – Sorter	2
Ram Replacement – Compactor, Densifier	3.5
Wiper Replacement – Densifier	2
Ram Replacement - Compactor	3
Wiper Replacement	2
<b>Note:</b> The following wear items are not covered under warranty and the Company will use its sole judgement if these parts are covered: Cast iron parts, hold-down bars, liners, wear strips, rails, casters, bearings, bushings, shear blades and the like.	

The following items are examples of non-warrantable repairs:

**General Items Not Covered Under Warranty**

- Failures related to corrosion
- Failures related to lack of Preventative Maintenance (PM)
- Failures related to improper or unintended use of equipment
- Failures related to accidents or natural events
- Cost related to disposal of hazardous waste, shop fees, and spill or clean up charges.
- Repairs related to non-authorized equipment modifications or accessory devices not factory-installed by the Company.



- Repairs not related to a defect in OEM material or workmanship.
- Repairs resulting from failure to comply with the requirements of the Company issued bulletins and/or factory directives relative to recommended fixes or service
- Failures related to the installation or use of aftermarket or non-Company OEM parts
- Consequential losses or damage of any kind
- Failures caused by improper, faulty, incomplete, or ineffective Authorized Dealer and/or owner repairs
- Warranty repairs without pre-authorization as required herein
- Repairs for units no longer owned by the original purchaser
- Company does not pay for contingent, incidental or consequential expenses such as, but not limited to: travel time, travel expenses, transportation charges, towing charges, equipment rental, loss of use charges, troubleshooting time, etc.

#### Structural Items Not Covered Under Warranty

- Replaceable Wear Items

#### Electrical Parts Not Covered Under Warranty

- High voltage or incoming power event
- Fuses and light bulbs
- End user damage of switches, push buttons, keys, sealite, etc.
- End user program enhancements
- Tightening wire connections\*
- Adjustments to switches, photoeyes, sensors, etc.

\* Only covered for initial 6 weeks after invoice

#### Hydraulic Parts Not Covered Under Warranty

- Hydraulic failures related to contamination
- End user damage of hoses, fittings, connections, etc.
- Suction strainer and filter replacement
- Addition of oil heaters, coolers, or fluid changes due to ambient temp
- Tightening hydraulic connections due to leaks\*
- Hose failure due to wear because of improper manufacturing\*
- Adjustments to valves, transducers, sensors, etc.\*

\* Only covered for initial 6 weeks after invoice