


WARRANTY REGISTRATION CERTIFICATE AND PRE-DELIVERY CHECKLIST

Distributor / Dealer.....	Date
Address	Machine type
Customer / End User	Serial #
Address	Delivery date
Servicing Distr / local service workshop	Warranty start date
Address	Warranty expiry date
Telephone	

Overview Warranty Period Light Equipment			
	DR - Dynapac Rammers	One Year Standard Warranty	Two Years Engine, Spring and Guide Unit
	DFP - Dynapac Forward Plates	One Year Standard Warranty	Two Years Engine, Exciter Gear
	DRP - Dynapac Reversible Plates	One Year Standard Warranty	Two Years Engine, Exciter Gear, Hydraulic Travel Lever Adjustment
	DTR - Dynapac Double Drum Roller	One Year Standard Warranty	Two Years Engine, Exciter Unit, Coupling, Vibration Drive

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PREDELIVERY CHECKLIST (AT DELIVERY TO CUSTOMER)

- | | |
|--|--|
| <input type="checkbox"/> All manuals and parts books received | <input type="checkbox"/> All keys received & checked |
| <input type="checkbox"/> Check scraper setting & locking devices | <input type="checkbox"/> Check engine oil & coolant levels |
| <input type="checkbox"/> Check hydraulic oil level | <input type="checkbox"/> Check for any visible leaks |
| <input type="checkbox"/> Check all electrical functions | <input type="checkbox"/> Check operation of brakes |
| <input type="checkbox"/> Check all functions according to the operators manual | |

Work performed by date Distr. Service Mgr date.....

INITIAL END-USER ACCEPTANCE REPORT-CHECK-OFF LIST

To establish warranty, the initial End User is requested to sign for
the satisfactory performance of the services listed below.

- | | |
|---|--|
| <input type="checkbox"/> Delivered and explained safety & instruction manuals | <input type="checkbox"/> Explained lube chart and maintenance |
| <input type="checkbox"/> Instructed in safety precautions | <input type="checkbox"/> Instructed and pointed out all lube checkpoints |
| <input type="checkbox"/> Instructed on proper fuel | <input type="checkbox"/> Instructed on brakes and their capacity |
| <input type="checkbox"/> Explained startup procedures | <input type="checkbox"/> Explained instrument panel gauges |
| <input type="checkbox"/> Instructed in proper operation of all controls | <input type="checkbox"/> Instructed in proper operation of machine |

DISTR / DEALERS REPRESENTATIVE

DATE

INITIAL END USER / CUSTOMER

TITLE

WARRANTY PERIOD ON PARTS: Dynapac Genuine Parts sold and mounted by an authorised dealer or service provider are covered by warranty for a period of six (6) months. The warranty will include the standard cost of the part and labour to remove and replace it. No travel time, mileage or miscellaneous costs will be compensated.

DYNAPAC ENGINE WARRANTIES (NON DYNAPAC ENGINES): In the warranty period, warranty repairs on engines shall be carried out by the engine supplier, or engine supplies authorised service and warranty agent.

STANDARD WARRANTY COVERAGE

Technical warranties cover defects caused by faulty design, material, and workmanship. Warranty is only valid if:

- The machine is used for the purpose for which it was designed.
- The machine is operated as described in the Dynapac Instruction manual.
- The machine is serviced and maintained as described in the Dynapac Instruction manual.
- Genuine parts, filters, and lubricants (or Dynapac approved lubricants if prior approval is given to the customer) are used.
- If a fault occurs the machine must be stopped and Dynapac or a Dynapac Certified Dealer informed immediately. Failure to do so may lead to further component failures and, if so, warranty may not be accepted.
- Dynapac Light equipment deemed to be faulty must be returned to a MIMICO dealership or approved service dealer for warranty repairs to be completed at the owners' cost.

EXCLUSIONS

1. Wear parts.
2. Fuel, lubricants, grease, coolants, or air filter elements.
3. Damage to fuel system caused by contamination, condensation, or poor fuel quality.
4. The replacement of components if they could have been economically repaired.
5. Hoses, fittings, seals, and other parts requiring replacement as the result of normal use and wear.
6. Deterioration of parts such as rubber goods or components affected as the result of corrosion, chemical, electrical, or other harmful influences.
7. Failure of attachments not manufactured or supplied by Dynapac.
8. Failures and progressive damage resulting from the use of a non-Dynapac approved part, accessory, or consumable.
9. Failures resulting from improper application, operation, adjustments and maintenance, or repair practices.
10. Failures resulting from the use of non-Dynapac parts, filters, or lubricants.
11. Failures resulting in the machine being used with a fault present causing a more significant fault or failure.
12. Damage resulting from negligence, accidents, or intentional misuse.
13. Towing, cranes, transport, loading and unloading costs.
14. Loss or damage caused by transport carrier.
15. Repairs required as the result of improper handling, storage, or protection by third parties or customer.
16. Third parties or customers poor workmanship.
17. Down time, lost production costs, lost profit, or any other consequential damage and costs.
18. Cost of renting or leasing a back-up unit.
19. Transportation expenses for obtaining replacement.
20. Telephone or other communication expenses.
21. Preventative maintenance and operating services, including but not limited to adjustments and inspections.
22. Drum rubbers, shock absorbers or rubber isolators.
23. Air conditioning system re-gassing required from normal use and wear.
24. Damage to air conditioning systems from using the incorrect gas.
25. Force majeure.
26. Batteries.
27. Tires and tubes.

LIMITATION OF LIABILITY

To the maximum extent permitted by law and subject to clause 1(b):

(a) we exclude all implied terms (statutory or otherwise - including implied warranties) of any kind. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

(b) we exclude all liability for indirect and consequential loss or damage of any kind. Without limiting what is or is not indirect or consequential loss, the parties agree that the following are taken to be indirect or consequential losses: (i) loss of revenue of any kind and loss of profits of any kind; (ii) failure to realise expected profits or savings of any kind; (iii) additional or wasted costs; (iv) down time or lost production costs; and (v) any other types of losses, of any kind, that are similar to any of the losses described in (i) – (iv).

(c) our total liability for loss or damage of any kind not excluded by other provisions in this Agreement is limited in aggregate for any and all claims: (i) arising from or relating to a Product: to the price of the Product; and (ii) arising from or relating to a Service: to the price of the Service.

(d) our liability is reduced to the extent that it was caused or contributed to by an act or omission by you or by any of your personnel (including subcontractors).

(e) clauses (a) – (d) apply to loss or damage of any kind (direct, indirect or otherwise), however caused, whether in contract, tort (including negligence), under any statute or otherwise, arising from or related in any way to this Agreement (including arising from or related in any way to the Products or the Services).

(f) if a statute implies a term into this Agreement, and it cannot be excluded, then our liability for breaching it will be limited (at our option) to: (i) for goods: repair, replacement with equivalents or paying the cost of such repair or replacement; and (ii) for services: resupply or paying the cost of resupply. We may choose not to limit our liability in any of these ways.

CUSTOMER RESPONSIBILITIES

- Not modify the machine in a manner that may affect its safety, operation, or component life.
- To stop using the machine if a fault occurs until it has been inspected and repaired.
- Maintain service records & inspection reports & make available to Dynapac on request.