



Effective from: July 06, 2023

KINSHOFER General Warranty Terms

(Area / Country: Canada CAD)

Type of Warranty:

KINSHOFER product is warranted to be free from defects with regard to materials and workmanship for the period of twentyfour (24) months from date of commissioning but not longer than thirty (30) months from the date of purchase by the Contracting Partner and not more than 4,000 working hours.

Parts that have been repaired or replaced by KINSHOFER or its Contracting Partner pursuant to the above are warranted under normal and proper use, storage, service and maintenance against defects in workmanship and material for a period of three (3) months from date of repair or adjustment or the expiration of the product warranty, whichever is longer.

KINSHOFER original spare parts are warranted to be free from defects with regard to materials and workmanship for the period of three (3) months from date of purchase.

KINSHOFER factory refurbished product is warranted to be free from defects with regard to materials and workmanship for the period of six (6) months from date of purchase.

KINSHOFER may offer extended warranty at a certain cost. Please contact KINSHOFER for more information.

In addition, there is the possibility to extend the warranty for selected Kinshofer products by 3 years, to a total of 5 years. This applies to all grabs with HPXdrive up to 9t (incl. structurally identical HPX-grabs for NOX-Tiltrotators), free of charge. More information about the Five-Year-Warranty is listed below and in addition in work instruction AA71481. In case the Contracting Partner extends the warranty period to his Customer, this additional period and this warranty is the sole obligation of the Contracting Partner and potentially associated cost must be born by the Contracting Partner.

Occasionally applications may be outside the product's designed scope. KINSHOFER expressly declares that, if in doubt, these applications must be approved by KINSHOFER's Contracting Partner prior to commissioning the product.

Kinshofer 5-Years-Warranty:

By purchasing a Kinshofer product, you have chosen the highest quality and reliability. Kinshofer 5-Year-Warranty, the additional protection package from Kinshofer with warranty extension free of charge, offers all the prerequisites to make your investment worthwhile for years through the long and reliable service of our products. In addition to the basic manufacturer's warranty of 24 months from the date of commissioning, Kinshofer grabs have the additional option of extending the warranty by three years, to a total of five years from the date of delivery, but not more than a total of 10,000 operating hours. The warranty extension of 3 years to 5 years in total can be used exclusively for grabs with HPXdrive up to 9t (incl. structurally identical HPX-grabs for NOX-Tiltrotators), free of charge. The grab needs to be registered at the Kinshofer website in the service area <https://www.kinshofer.com/service/warranty>.

Exclusions:

The warranties do not apply to expendable components. Nor will KINSHOFER or its Contracting Partner have any obligation to make repairs or replacements which are required by normal wear and tear, or which result, in whole or in part, from catastrophe, fault or negligence, or from improper installation, storage, operation, service or repair of the products, or use of the products in a manner for which they were not designed, or by causes external to the products.

In addition to the above warranty does not include loss of income due to downtime, damage due to misuse or abuse, negligence, accidents, alterations, routine maintenance or normal wear. Any parts that are found missing after the initial in-service date are not covered under warranty. The tightening of loose fittings or hoses is to be considered a maintenance issue, therefore any hydraulic leaks due to a loose fitting is not covered under warranty.

Warranty Procedures:

If a product allegedly is defective in material or workmanship within the warranty scope, the purchaser must promptly contact KINSHOFER or an Contracting Partner to determine whether the purchaser should either (a) send the product to a service location or (b) make the product available at the purchaser's location (or another location) for examination by KINSHOFER or its Contracting Partner. The cost and risk of transporting the allegedly defective Product to KINSHOFER or its Contracting Partner will be borne by the purchaser, and the cost of transporting the corrected Product back to the purchaser will be borne by KINSHOFER or the Contracting Partner, FCA the location from which KINSHOFER or its Contracting Partner sends back the corrected Product to the purchaser. (If the allegedly defective Product that purchaser sends to KINSHOFER or a Contracting Partner is not defective, the purchaser will also bear the cost of the transport of the product back to the purchaser.)

If examination by KINSHOFER or its Contracting Partner results in a determination that the Product is defective in workmanship or material, subject to the warranty scope and limitations, the Product will be repaired or replaced (or credited) at no charge. If the Product upon such examination is found to not be defective in workmanship or material (for example, if the Product is not functioning properly due to abnormal use, improper service, or alteration, modification or parts usage), then such repair or replacement, if any, will be performed by KINSHOFER or an Contracting Partner at normal servicing charges to the purchaser plus shipping costs.

Every warranty claim by Contracting Partner's customers, based upon alleged nonconforming Products, regardless of the manufacturer of those Products, and all information relating thereto which is communicated to Contracting Partner will be communicated in writing to KINSHOFER. The Contracting Partner also will promptly ascertain and communicate to KINSHOFER the pertinent facts, including a full description of the Products, a copy of KINSHOFER's sales invoice or serial number, the nature of the alleged defect, the circumstances under which the defect was discovered and, if applicable, any misuse or neglect or inappropriate installation, maintenance, or storage in connection with the Products. The Contracting Partner will not for the account of KINSHOFER do any repair work nor replace Products nor grant refunds to customers except upon and pursuant to terms of specific written instructions from a duly representative of KINSHOFER.

The Contracting Partner promises to perform all warranty repairs that are authorized and approved by KINSHOFER and the Contracting Partner will be reimbursed in the following manner:

- a) KINSHOFER, at its option, will either supply replacement parts free of charge or credit Contracting Partner's account at current prices for parts supplied from Contracting Partner's inventory. All replaced parts must be held by Contracting Partner for at least ninety (90) days following the filing date of Contracting Partner's warranty claim pending instructions from KINSHOFER as to disposition of the parts.
- b) Labor expenses incurred by Contracting Partner in connection with warranty repairs are reimbursed at CAD 70.00 p. working hour, CAD 70.00 p. hour driving time and CAD 1.51 p. mile driven to maximum of 500 miles each way.

No other expenses of travel will be reimbursed unless agreed to in advance by KINSHOFER in writing. KINSHOFER reserves the right to disapprove the number of hours or miles claimed if they appear to be unreasonable.

- c) KINSHOFER will assume all cost to ship replacement part from its locations to the Contracting Partner. This may include freight and customs duty.
- d) In order for Contracting Partner to be eligible for reimbursement (for applicable labor, parts, mileage) in accordance with the foregoing, the following must be true: (i) the repair or replacement work is covered by warranty; (ii) Contracting Partner is able to document, at KINSHOFER's request, completion of recommended or required maintenance for the Product at prescribed intervals using correct parts; and (iii) the warranted repair or replacement work is performed by an Contracting Partner.
- e) All warranty claims must be received within thirty (30) days of repair or replacement including the required information:
 - i. KINSHOFER model number
 - ii. KINSHOFER serial number
 - iii. Description of problem
 - iv. Itemized bill of repair with breakdown of numbers of hours to perform warranty work and labor charges as listed above.
 - v. Part used for repair with KINSHOFER P/N
 - vi. R.M.A. number of applicable (claim number)
 - vii. Contact at KINSHOFER
- f) KINSHOFER will invoice any part or new product supplied. A credit note will be issued if after assessment of the returned material warranty is granted.

Warranty Procedure 5-Year-Warranty:

In order to obtain a right to the extension of the warranty from 2 years to 5 years in total, the following requirements are in addition to the existing guarantee procedures necessary:

- Registration at the Kinshofer website Service area:
<https://www.kinshofer.com/service/warranty> (max. 6 months after date of delivery)
- The test according to AA71481 must be carried out annually by a qualified person.
- The test carried out must be verified by the qualified person in the respective documents and transmitted annually to Kinshofer. The necessary documents will be made available to the customer as a download package on the website under Service <https://www.kinshofer.com/service/warranty> and, if required, by parcel. (Maintenance checklist, proof of inspection and warranty conditions incl. AA71481)
- Testing must also be verified on the product by means of a badge/ safety sticker by the qualified person (badges / safety sticker optionally available from Kinshofer).

Ordering and Returning Spare Parts, Repairs:

Ordering Spare parts:

In order to guarantee quick delivery, please be sure to include the following when placing orders:

1. KINSHOFER model and serial number
2. Designation and number of the part in accordance with the spare parts list
3. Designation and number marked on the individual component (if applicable)

Return of spare parts:

1. To receive credit on returned parts, the original purchase date must be within 6 months.
2. Parts must be received in *new condition*. Any part received not in new condition will be subject to inspection and possible refusal if part cannot be brought back to new condition. The cost of rework will be deducted from credit amount.
3. All parts being returned must have a *R.M.A.* (Return Merchandise Authorization) number, copy of original invoice, and a detailed packing list of returned parts. All returned parts are subject to a 25% restocking charge.

4. R.M.A. numbers will be issued by parts department, and are valid for 30 days. All returned R.M.A. parts must be returned to KINSHOFER by prepaid freight.

CORRECTION OF NON-CONFORMITIES, IN THE MANNER AND FOR THE PERIOD OF TIME PROVIDED HEREIN, WILL BE THE PURCHASER'S SOLE AND EXCLUSIVE REMEDY AND WILL CONSTITUTE FULFILLMENT OF ALL LIABILITIES FOR SUCH NON-CONFORMITIES, WHETHER BASED ON CONTRACT, WARRANTY, NEGLIGENCE, INDEMNITY, STRICT LIABILITY OR OTHERWISE WITH RESPECT TO OR ARISING OUT OF SUCH PRODUCT.

THE ABOVE WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF ANY KIND, WRITTEN, ORAL OR IMPLIED, AND ALL OTHER WARRANTIES INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE ARE HEREBY DISCLAIMED.