

COMPETITIVE REPAIR LIMITED WARRANTY - GENERAL PROVISIONS

The limited warranty coverage described below is provided by Valuepart through its authorized dealers to the original purchasers of components designated as "Competitive Repair" Parts by Valuepart. Under this limited warranty, Valuepart will replace or repair, at its option, any parts (except those specified below) of a Competitive Repair Part that, as delivered to the original retail purchaser, are defective in material or workmanship. Performance of this warranty will be free of charge for parts, except as otherwise stated below. Competitive Repair Parts limited warranty coverage applies only to purchases from Valuepart and authorized Valuepart dealers and, except as otherwise provided, is extended only to the original retail purchaser of the Competitive Repair Parts

PERIOD OF WARRANTY

Valuepart Competitive Repair Parts sold by an authorized Valuepart Dealer are warranted to be free from defects in material and workmanship under normal use and service for a period of 9 months / 1200 hours, whichever occurs first from date of delivery. **Valuepart Engine Piston & Liners** are warranted to be free from defects in material and workmanship under normal use and service for a period of 24 months / 7,200 hours, whichever occurs first from date of delivery.

Valuepart Undercarriage Components are warranted to be free from defects in material and workmanship under normal use and service for a period of 36 months / 4000 hours, on a pro-rata basis from date of delivery. Sprockets, segments and track shoes are covered against breakage only. Skidders and other forestry applications have the normal warranty reduced by 50%.

Pro-Rata Warranty Basis: Warranty adjustments are based on our calculated portion of the remaining service life for those parts we find to be defective in material or workmanship, provided the parts were properly installed and used in normal operation. If a product is found to be defective, Valuepart will apply a credit against the purchase of a new Valuepart replacement part for the unused portion of the original product. The pro-rata adjustment is based on the measurement of the main components and measurements are at Valuepart's sole determination. For example If the defective product's service life measurement is 25% worn, then replacement value is 75% of the original invoiced product amount. Tracks with wider shoes have the normal warranty credit reduced by 50%. All warranty replacement items must be Valuepart products. Transportation costs & labor are not covered by this warranty.

Valuepart Undercarriage Track Chains and Track assemblies are protected with a "Wet Turn Assurance Warranty" for a period of 36 months /4000 hours, whichever occurs first from date of delivery. Valuepart guarantees against joint leakage from defects in material or workmanship, under normal use, for a period of 36 Months or 4000 service hours, which ever comes first. If at the time, the authorized (selling) dealer performs a "Wet Pin and Bushing Turn", as part of normal routine maintenance and the servicing dealer discovers a damaged pin and bushing assembly due to a premature loss of lubrication. Valuepart will provide the necessary replacement pins, bushings, seals, thrust rings, or track links, free of charge to the participating dealer. Premature dry joints of lubricated chain is limited to the value of the failed parts replaced, not to exceed in total the current replacement cost for the appropriate Valuepart SALT pin and bushing group(s). Tracks that exceed eligible shoe widths have the warranty credit reduced by 50%. Transportation costs & labor are not covered by this warranty. Track type log skidders and Sealed and Greased track chains are not eligible for the Wet Turn Assurance Warranty.

Items not covered by the Warranty:

Any external damage occurring to the Links, Bushings, Rail assemblies which result in the loss of adequate lubrication of the pin and bushing, extreme or abusive service conditions, excessive track pad widths, or a lack of routine accepted maintenance procedures will immediately void this warranty. Labor charges related to the pin and bushing service, are considered normal maintenance, and is the responsibility of the owner / operator / user.

Valuepart Rubber Track assemblies are warranted by the track manufacturer from defects in material or workmanship, under recommended use, "Standard Tracks" are warranted for a period of up to 18 months / 1500 hours, and "SSL Tracks" for a period of up to 12 Months / 1000 hours, on a Pro-Rata basis, whichever occurs first from date of delivery. For more details request a copy of the "Valuepart Extended Rubber Track Warranty".

Other components not included in the previous categories, sold by Valuepart Inc. are covered by the manufacturer warranties. These other components are not warranted by Valuepart. Copies of these warranties may be obtained by contacting Valuepart Inc.

ITEMS NOT COVERED

Valuepart is NOT responsible for the following:

1. Labor charges.
2. Transporting the product to and from the place where the service is performed or service calls made by the repairing dealer.
3. Depreciation or damage caused by normal wear, lack of reasonable and proper maintenance, failure to follow operating instructions, misuse, lack of proper protection during storage, vandalism, the elements, collision or other accident.
4. Normal maintenance and replacement of maintenance and wear items, such as filters, coolants, and conditioners, belts, dry brakes and dry clutch linings.
5. Any defect in a non-covered component, or damage to or failure of a covered component caused by a defect in a non-covered component.
6. Damage caused by improper service or installation.

UNAPPROVED SERVICE OR MODIFICATION

Valuepart is relieved of its obligation under this limited warranty if:

1. Service (other than normal maintenance and replacement of service items) is performed by someone other than the selling Valuepart dealer; or
2. The product is modified or altered in ways not approved by Valuepart.
3. Any product that has been disassembled prior to return to Valuepart for warranty inspection.

PARTS REPLACED UNDER COMPETITIVE REPAIR LIMITED WARRANTY

Only new or remanufactured parts or components furnished or approved by Valuepart, will be used if Valuepart elects to repair the product. If any such part or component is defective in material or workmanship when installed in the product, Valuepart will replace or repair, as it elects, such defective part or component, provided the defect is reported to an authorized Valuepart dealer within 90 days after installation or before expiration of the applicable machine warranty, whichever is later.

OBTAINING WARRANTY

To obtain Competitive Repair Parts limited warranty, the purchaser must request warranty from a Valuepart Dealer authorized to sell the product. When making such a request, the purchaser must present evidence of the product's delivery date, make the product available at the dealer's place of business, and inform the dealer in what way the purchaser believes the product to be defective. Travel time and mileage charges are the responsibility of the purchaser.

NO IMPLIED WARRANTY OR OTHER REPRESENTATION

Where permitted by law, neither Valuepart nor any company affiliated with it makes any warranties, representations or promises, express or implied, as to the quality, performance, or freedom from defect of Competitive Repair products, other than those set forth on this page, and NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS IS MADE.

LIMITATION OF PURCHASER'S REMEDIES

Where permitted by law, the purchaser's only remedies in connection with the breach or performance of any warranty on any Valuepart Competitive Repair product are those set forth on this page. IN NO EVENT, WILL THE DEALER, VALUEPART OR ANY COMPANY AFFILIATED WITH VALUEPART BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, RENTAL OF SUBSTITUTE EQUIPMENT OR OTHER COMMERCIAL LOSS. IN THE EVENT THE ABOVE LIMITED WARRANTY IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, PURCHASER'S BACKUP REMEDY IS LIMITED TO REIMBURSEMENT OF THE RETAIL PRICE ACTUALLY PAID FOR THE SUBJECT PART.

NO DEALER WARRANTY

The selling dealer makes no warranty of his own on any item covered by this limited warranty, and makes no warranty on other items unless he delivers to the purchaser a separate written warranty certificate specifically warranting the item. The dealer has no authority to make any representation or promise on the behalf of Valuepart, or to modify the terms or limitations of this limited warranty in any way.