



COBALT TRUCK EQUIPMENT LLC LIMITED WARRANTY POLICY

Warranty Coverage:

Products manufactured by Cobalt Truck Equipment LLC (CTE) are warranted to be free from defects in material and workmanship, under proper use, application and maintenance in accordance with CTE's written recommendations, instructions and specifications as follows:

- **Labor on CTE workmanship Six (6) months:** from the date the unit is put into service, as indicated on the sales invoice.
- **IMT One (1) year: Dom I/II/III/IV, DSC, Sitestar, Compressor, and Crane: Original parts,** from the date the unit or part is put into service as indicated on the sales invoice. As per the manufacturer warranty. **Excluding refurbished parts** which have a 90 day warranty. Consumables are not covered i.e. wear pads, seals, oils, filters ETC... (Refer to Iowa Mold Tooling for detailed warranty policy)
- **PTO / Pumps One (1) year: To be free of defects in materials and workmanship at date of purchase:** Failures due to **Fretting** which appears as a "rusting and wearing" from lack of grease, pressure spikes, contamination, operator error and failure to provide proper maintenance documentation to CTE are **not** covered. Manufacturer Warranty covers part only, additional parts and labor are the responsibility of the purchaser. (Refer to PTO/Pump Manufacturer for detailed warranty policy)
- **Original Vanair compressor One (1) year:** From the date the unit is put into service as indicated on the sales invoice. All compressor components including the shaft seal are warranted for **One (1) year**. The hydraulic motor is warranted for **Two (2) years**. Original Vanair rotary screw air end assembly only is covered for **Three (3) years**. (Refer to Vanair Manufacturing for detailed warranty policy)
- **Air N Arc 300 All-In-One Power System:** From the date the unit is put into service as indicated on the sales invoice. When following the prescribed maintenance schedule, the rotary screw compressor unit warranted for **Five (5) years**, and all the major components warranted for **Three (3) years**. (Note: engines are warranted separately by the engine manufacturer.) Batteries are warranted for **One (1) year**. Consumable products such as filters, oils etc. and electrodes are not covered. (Refer to Vanair Manufacturing for detailed warranty policy)
- **Miller Enpak:** From the date the unit is put into service as indicated on the sales invoice is warranted for **Three (3) years**. (Refer to Miller Electrical Manufacturing for detailed warranty policy)
- **Duro Reel: One (1) Year:** Only parts of the reel itself are covered. Does **not** include hoses and fairleads. Does **not** include labor. (Refer to Duro Manufacturing for detailed warranty policy)
- **Reelcraft Reel Two (2) year:** Only parts of the reel itself are covered. Does **not** include hoses. Does **not** include labor. (Refer to Reelcraft for detailed warranty policy)
- **Paint coverage Three (3) year:** on structural components such as crane bases, masts, booms, truck body doors and body panels to be free from defects such as corrosion, blisters, unreasonable color or gloss loss, or delamination determined to result from paint failure. This warranty is effective from the date the unit is put into service as indicated on the sales invoice. Damage such as chips, scratches, and corrosion due to dirt build-up or paint peeling off from use of pressure washers and normal wear that occurs through usage of the product is not covered under this warranty. Rust bleed out from inaccessible structural features as a result of prolonged moisture exposure does not constitute a failure in paint coverage or adhesion and is not covered under this warranty.
- **Parts NOT of CTE manufacture are warranted only to the extent they are warranted by the original manufacturer. CTE's obligation** under this warranty is limited to, and the sole remedy for any such defect shall be the repair or replacement (at CTE's option) of unaltered parts returned to CTE, freight prepaid, and proven to have such defect, provided such defect occurs within the above stated warranty period, is reported to CTE within fourteen (14) days of its occurrence, and all claims and failing parts are returned to CTE within thirty (30) days after the repair is completed. CTE pays ground freight **one-way only**. **Premium freight will be at the customer's expense.**



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- **IMPLIED WARRANTY EXCLUDED** – Only authorized CTE warranties are valid and applicable to CTE product. These warranties are in lieu of all other express or implied warranties or representations, including warranties of merchantability, or fitness for any particular purpose, or of any other obligations on the part of CTE. CTE may, in specific instances and by **written approval of an officer of the firm, in advance** of any bid or sales, modify or extend the terms of the Standard CTE warranty.
- **WARRANTY REGISTRATION, SERVICE AND CLAIMS** – Warranty claims must be submitted and shall be processed in accordance with CTE's established warranty claim procedures. Warranty service must be performed by CTE or an agent **authorized, in advance**, by CTE. At the time of requesting warranty service, the **purchaser** must present evidence of the date of the delivery of the product. The **purchaser** shall pay any premium for overtime labor requested by **purchaser**; any charge for making service calls and for transporting the equipment to the place where warranty work is performed, unless otherwise authorized in writing by CTE. **NOTE:** Our warranty requires that all defective parts be returned to CTE freight prepaid.
- **PARTS AND LABOR RATE** – Labor reimbursement for warranty claims will be paid at the standard hourly rate of \$75.00, as reported to CTE, multiplied by the number of work hours listed on the warranty service report. CTE reserves the right to modify the claims for warranty work hours which appear excessive. Part reimbursement for warranty claims will be one hundred percent (100%) of the selling price paid by the authorized repair facility. Labor is **not** included on service parts.
- **WARRANTY VOIDED** – All obligations of CTE under this warranty shall be terminated: (1) if service other than normal maintenance, or normal replacement of service items is performed, by someone other than an authorized CTE representative, (2) if product is modified or altered in ways not approved by CTE, (3) if warranty work is performed before or without written consent from CTE, (4) upon delivery of product to purchaser, the CTE warranty policy is not acknowledged with a signature in the presence of a CTE representative.
- **PURCHASER'S RESPONSIBILITY** – This warranty covers only defective material and workmanship. It does **not** cover depreciation or damage caused by normal wear, accident, improper protection in storage, improper use or neglect. The purchaser has the obligation of performing the care and documentation of maintenance duties discussed in manufacturer written recommendation, instruction and specification. Any damage, which results because of purchaser's failure to perform such duties, shall not be covered by this warranty. The cost of normal maintenance and normal replacement of consumable service items such as wear pads, oil, etc. shall be paid by the purchaser.
- **CONSEQUENTIAL DAMAGES** – The only remedies the purchaser has in connection with the breach of performance of any warranty on CTE products are those set forth herein. In **no** event will CTE be liable for business interruptions, loss of sales and/or profits, rental costs or substitute equipment fees, costs of delay for any other special, indirect, incidental or consequential loss, costs or damages.
- **REPRESENTATIONS EXCLUDED** – CTE products are subject to no expressed, implied or statutory warranty other than herein set forth. No agent or representative has any authority to alter the terms of this warranty in any way whatsoever or to make any representations or promises, express or implied, as to the quality or performance of CTE products other than those set forth in CTE Warranty Policy.
- **CHANGE IN DESIGN** – CTE reserves the right to make changes in design or improvements at any time. CTE retains the right and abstains from any obligation to install aforementioned changes to any of CTE products that are already in service and/or have been accepted by purchaser. **NOTE:** Changes to this section of CTE warranty policy dated March 1st 2016 include **all** CTE products with an earlier in service date of the current CTE warranty policy, and CTE will not be held liable or implies any design changes will be made, offered, installed or upgraded and furthermore release any liability to incur any costs and/or fees associated.



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CTE WARRANTY PROVISIONS

- The CTE warranty applies **only** to **new and unused** products which, after shipment from CTE, have not been altered, changed, repaired or mistreated in any manner whatsoever. Normal maintenance items such as lubricants and filters are not warrantable items.
- Damage resulting from abuse, neglect, misapplication of equipment, added parts not previously installed by CTE not included in the original sales invoice, are not covered under the CTE warranty.
- Deterioration or wear occasioned by chemical and/or abrasive action or excessive heat shall not constitute defects.
- CTE will handle parts replacement and/or correction of defective workmanship.
- Failure to file a detailed warranty claim/service report for each occurrence of material defect or defective workmanship will cause warranty claim to be rejected.
- Defective material must be returned within **30 days** of receipt of shipping instructions. Failure to do so within specified time will result in forfeiture of claim.
- CTE is responsible for the initial investigation and write up of any warranty claim.
- Customer shall be allowed no more than **30 days** from date of repair to file a warranty claim/service report.
- The CTE warranty does not cover diagnostic calls, field service travel to include mileage, per diem, fuel, and lodging expenses incurred to repair products covered under the CTE Warranty Policy. The purchaser is responsible for **all** associated costs and fees incurred, when a CTE Field Service Technician, or any other CTE personnel, is requested by the purchaser.
- CTE will deduct from allowable credits, or invoice for excessive freight charges caused by sender failing to follow return shipping instructions, and parts not returned under a warranty claim.
- CTE pays ground freight one-way only. Premium charges such as Next Day Air will be the responsibility of the purchaser.
- CTE end-users who automatically deduct the value of a warranty claim from an outstanding balance due and payable to CTE, prior to receiving a written notification and approval from CTE, will be subject to forfeiture of any and/or all of associated costs and fees with the purchasers warranty claim.



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I have **read and understand** the Cobalt Warranty Policy and agree to all conditions that are contained in this document.
_____ Int.

Customer Signature _____ Date _____

Print Customer Name and Title _____

CTE signature _____ Date _____

Print CTE Name and Title _____

Job Number _____ Unit Number _____

*legal disclaimer: If purchaser does **not** acknowledge warranty policy terms and conditions, **with signature, in the presence of and witnessed by CTE representative**, all contents herein are void. CTE will not honor any written or implied warranty and all costs associated with repairs, damages or any other claims are the sole responsibility of the purchaser. CTE will not under any circumstance be held liable for future costs / fees.