



Rockbreaker Boom Systems Warranty Policy

REV 09/04

1. BREAKER TECHNOLOGY INC. Company (hereinafter referred to as "BTI") warrants this product against defects in materials and workmanship for a period of twelve (12) months or 2000 hours from the date of installation, or 18 months from the date of shipment, whichever comes first. This warranty does not cover o-rings, seals, fittings, hoses, breaker tools or other items considered normal wear items. These are covered by the Limited Warranty period of thirty (30) days. Warranty for propriety items such as valves, pumps, filters, electric motors, panels and componentry that are not manufactured by BTI, will be governed by the warranty terms of their manufacturer. This warranty is void if BTI's standard installation specifications and procedures are not adhered to.
2. BTI will authorize return of any defective components or sufficient evidence of such defect to a BTI warehouse. Such components or such evidence must clearly show that the defect was caused by faulty material or poor workmanship. Warranty claim will be accepted only if it is submitted on a proper claims form with proof of purchase and received within sixty (60) days from the date of discovery of the defect. Warranty claims will be considered only if the "Installation Notice" has been duly filled in and returned to BTI within thirty (30) days from the date of installation.
3. BTI will at it's option, repair or refurbish the defective part(s) without charge to the initial user or may elect to issue full or partial credit toward the purchase of a new part(s). The extent of credit issued, which will be in the form of a "Credit Memo", will be determined by pro-rating against the normal life of the part(s) in question.
4. BTI is not responsible for mileage, travel time, travel expenses, overtime labor, and any freight expenses required to facilitate the repair.
5. This warranty does not apply if the product has been damaged by accident, abuse, misuse, misapplication or neglect, or as a result of service, disassembly or modification, without BTI's express authorization.
6. BTI assumes no liability beyond the replacement of defective parts or materials and/or the correction of such defective parts or materials.
7. BTI neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of its products other than that specifically stated herein.
8. THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY AND ALL OTHER WARRANTIES. EXCEPT AS EXPRESSLY SET FORTH HEREIN, BTI MAKES NO REPRESENTATION OR WARRANTY, STATUTORY, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS MANUFACTURED AND/OR SUPPLIED BY BTI, WHETHER AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER MATTER. IN NO EVENT, INCLUDING IN THE CASE OF A CLAIM OF NEGLIGENCE, SHALL BTI BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

WARRANTY POLICY