

HENKE LIMITED WARRANTY

1.0 LIMITED WARRANTIES

- 1.1 Henke warrants for one year from the purchase date to the original non-commercial, governmental, or municipal purchaser ("Purchaser") and warrants for twelve months to the original commercial or industrial purchaser
 - 1.1.1 Parts manufactured by Henke are warranted to be free from defects in materials and/or workmanship for a period of 12 months from date of purchase when used under normal operating conditions, used in a proper application and have been provided any/all maintenance is performed as recommended.
 - 1.1.2 Any parts or accessories not manufactured by Henke are warranted only to the extent that the manufacturer's warranty may be passed on to the purchaser and such parts and accessories are not subject to Henke's warranty or to any other warranty expressed or implied.
- 1.2 Manufacturer will repair or replace for the Purchaser any part or parts found, upon examination at one of its factories, to be defective under normal use and service due to defects in material or workmanship.
- 1.3 This limited warranty does not apply to any part of the goods which has been subjected to improper or abnormal use, negligence, alteration, modification, or accident, damaged due to lack of maintenance or use of wrong fuel, oil, or lubricants, or which has served its normal life. This warranty does not include normal wear items such as cutting edges, wear guards, scarifier teeth, etc. or improper installation. HMC warranty for any purchased components, such as hydraulic cylinders will be superseded by, and equal to the component manufacturer warranty.
- 1.4 Except as provided herein, no employee, agent, Dealer, or other person is authorized to give any warranties of any nature on behalf of Manufacturer.

2.0 REMEDIES AND PROCEDURES.

- 2.1 Warranty claims must be filled within 30 days of repair work during the one year warranty period and will be honored only if the completed warranty registration form has been returned. Henke reserves the right to require proof of purchase of original Henke replacement parts. If warranty is approved any allowed shipping expenses will be based on and will not exceed standard base shipping charges.
- 2.2 Purchaser claims must be made in writing to the Authorized Dealer ("Dealer") from whom Purchaser purchased the goods or an approved Authorized Dealer ("Dealer") within 30 days after Purchaser learns of the facts on which the claim is based.
- 2.3 Purchaser is responsible for returning the goods in question to the Dealer.
 - 2.3.1 If after examining the goods and/or parts in question, Manufacturer finds them to be defective under normal use and service due to defects in material or workmanship, Manufacturer will:
 - 2.3.2 Repair or replace the defective goods or part(s) or
 - 2.3.3 Reimburse Purchaser for the cost of the part(s) and reasonable labor charges (as determined by Manufacturer) if Purchaser paid for the repair and/or replacement prior to the final determination of applicability of the warranty by Manufacturer.
 - 2.3.4 The choice of remedy shall belong to Manufacturer.
- 2.4 Purchaser is responsible for any labor charges exceeding a reasonable amount as determined by Manufacturer and for returning the goods to the Dealer, whether or not the claim is approved. Purchaser is responsible for the transportation cost for the goods or part(s) from the Dealer to the designated factory.

3.0 LIMITATION OF LIABILITY.

- 3.1 MANUFACTURER DISCLAIMS ANY EXPRESS (EXCEPT AS SET FORTH HEREIN) AND IMPLIED WARRANTIES WITH RESPECT TO THE GOODS INCLUDING, BUT NOT LIMITED TO, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 3.2 MANUFACTURER MAKES NO WARRANTY AS TO THE DESIGN, CAPABILITY, CAPACITY, OR SUITABILITY FOR USE OF THE GOODS.
- 3.3 EXCEPT AS PROVIDED HEREIN, MANUFACTURER SHALL HAVE NO LIABILITY OR RESPONSIBILITY TO PURCHASER OR ANY OTHER PERSON OR ENTITY WITH RESPECT TO ANY LIABILITY, LOSS, OR DAMAGE CAUSED OR ALLEGED TO BE CAUSED DIRECTLY OR INDIRECTLY BY THE GOODS INCLUDING, BUT NOT LIMITED TO, ANY INDIRECT, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES RESULTING FROM THE USE OR OPERATION OF THE GOODS OR ANY BREACH OF THIS WARRANTY. NOT WITHSTANDING THE ABOVE LIMITATIONS AND WARRANTIES, MANUFACTURER' S LIABILITY HEREUNDER FOR DAMAGES INCURRED BY PURCHASER OR OTHERS SHALL NOT EXCEED THE PRICE OF THE GOODS.
- 3.4 NO ACTION ARISING OUT OF ANY CLAIMED BREACH OF THIS WARRANTY OR TRANSACTIONS UNDER THIS WARRANTY MAY BE BROUGHT MORE THAN TWO (2) YEARS AFTER THE CAUSE OF ACTION HAS OCCURRED.

4.0 MISCELLANEOUS.

- 4.1 Proper Venue for any lawsuits arising from or related to this limited warranty shall be only in Leavenworth County, Kansas.
- 4.2 Manufacturer may waive compliance with any of the terms of this limited warranty, but no waiver of any terms shall be deemed to be a waiver of any other term.
- 4.3 If any provision of this limited warranty shall violate any applicable law and is held to be unenforceable, then the invalidity of such provision shall not invalidate any other provisions herein.
- 4.4 Applicable law may provide rights and benefits to purchaser in addition to those provided herein.

5.0 KEEP FOR YOUR RECORDS:

ATTENTION: Purchaser should fill in the blanks below for his reference when buying repair parts and/or for proper machine identification when applying for warranty.

Henke Product Model: _____

Serial Number: _____

Date Purchased: _____

Dealer: _____

Important

READ YOUR OPERATOR'S
MANUAL

HENKE MANUFACTURING
An Alamo Group Company
3070 WILSON AVE.
LEAVENWORTH, KS 66048



(888) 682-9010

Dealer Warranty Procedure

For units delivered within the past 12 months, report any warranty problems needing repair to our Product support department. Please have information ready regarding:

1. Henke unit model and serial number,
2. Model of equipment Henke unit is attached to (prime mover)
3. Description of the problem and any helpful information by the end user. (Photos are always helpful).

Measurements or photos may be requested by Henke engineering for any issues regarding prime mover proximity and clearance, or any other unique considerations of fit and adaptability. These may be necessary for a proper repair recommendation and procedure.

Henke will respond with a written labor hour allowance for Henke participation on a faxed claim form and will ship any required replacement parts. If necessary, a repair procedure will be included on the claim form. A parts invoice will be generated to confirm shipment of the replacement parts.

If defective parts are needed for analysis, Henke will request their return. Any such returned items are to be labeled with the **claim number** and returned to:

Henke Manufacturing Corp.
ATTN: Product Support
3070 Wilson Ave.
Leavenworth, KS. 66048
RGA#_____

The dealer should perform repairs as agreed on a dealer warranty repair order. Return the claim form with a copy of the dealer warranty repair order and service report. Credit as agreed will be issued to the dealer upon receipt of the dealer warranty repair order invoice (Pro-forma invoice), and upon receipt, inspection and warranty confirmation of the returned parts if any.

Parts & Service Assistance

Parts and service assistance is available, Monday through Friday, from **8:00 am to 5:00 pm, CST. Call 913-682-9000.**

Our web site, **www.henkemfg.com**, is a quick source for parts pricing, and many common parts diagrams.

Parts purchase orders may be faxed in at any time to **913-682-0300**. Faxed orders are encouraged, as they help insure order accuracy and follow up. Include any special instructions, such as drop ship addresses on your order.