



## Warranty Terms & Conditions

The BAUER Group or any of its subsidiaries ("BAUER") warrants new BAUER products sold by BAUER Equipment America Inc. and operating within the geographic area of the USA and Canada, to be free from defects in material and workmanship.

In other areas, different warranties apply. Copies of applicable warranties may be obtained from the website [www.bauer-equipment.com](http://www.bauer-equipment.com).

This Warranty is subject to the following:

### **Warranty Period**

For new BAUER products, the standard warranty is 12 months or 1,000 operating hours\*, whichever comes first, beginning on the Warranty Start Date\*\* to the first user.

### **BAUER Responsibilities**

If a defect in material or workmanship is found during the warranty period, BAUER will, during normal working hours and through a place of business of a BAUER dealer or other source approved by BAUER.

- Provide (at BAUER's choice) new, remanufactured or BAUER-approved repaired parts or assembled components needed to correct the defect. All replacement parts provided under the terms of this warranty are warranted for the remainder of the warranty period applicable to the product in which the parts were installed as if such parts were original components of the Bauer product. (NOTE: Items replaced under warranty become the property of BAUER.)
- Replace lubricating oil, filters, coolant and other service items made unusable by the defect.
- Provide reasonable or customary labor needed to correct the defect, including labor for removal and installation when necessary to make the repair, for the Bauer product warranty period as stated above.

### **User Responsibilities**

During the warranty period, the user is responsible for:

- Providing proof of the warranty start date to the first user.
- Labor costs, except as stated under "BAUER Responsibilities".
- Local taxes, if applicable.
- Costs to investigate complaints, unless the problem is caused by a defect in BAUER material or workmanship.
- Giving timely notice (within 24 hours) of a warrantable failure and promptly making the product available for repair.
- Performance of required maintenance (including use of proper fuel, oil, filters, lubricants and coolant and replacement of normal wear and tear items) and documentation of such in the Maintenance and Repair Log.
- Prompt submission of electronically stored data and Maintenance and Repair Log when requested by BEA or BAUER.

### **Limitations**

BAUER is not responsible for failures resulting from:

- Any use or installation which BAUER judges improper.
- Attachments, accessory items, and parts not sold or approved by BAUER.
- Abuse, neglect, and/or improper repair.
- User's delay in notifying BAUER of a problem, continuing to operate the machine with an evident problem, or making the product available after being notified of a potential product problem.
- Unauthorized repair or adjustments, and unauthorized fuel setting changes.
- Drilling tools and other components that are in direct contact with the ground, and consumable and normal wear items such as filters, belts, drive keys, wear plates, etc. are excluded from this warranty.

\*Warranty terms in sales contract prevail, if they differ from this document.

\*\* The "Warranty Start Date" for rigs and attachments sold with rigs is the date commissioned by an authorized BAUER representative, or if not commissioned, not later than 8 weeks from the date shipped to the end user.

The Warranty Start Date for tools, attachments, new parts, and components sold separately is the date of shipment to the end user.

**NEITHER THE FOREGOING EXPRESS WARRANTY NOR ANY OTHER WARRANTY BY BAUER, EXPRESS OR IMPLIED, IS APPLICABLE TO ANY ITEM BAUER SELLS, WHICH IS WARRANTED DIRECTLY TO THE USER BY ITS MANUFACTURER.**

**THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. REMEDIES UNDER THIS WARRANTY ARE LIMITED TO THE PROVISION OF MATERIAL AND SERVICES, AS SPECIFIED HEREIN. BAUER IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.**

**BAUER EXCLUDES ALL LIABILITY FOR OR ARISING FROM ANY NEGLIGENCE ON ITS PART OR ON THE PART OF ANY OF ITS EMPLOYEES, AGENTS OR REPRESENTATIVES IN RESPECT OF THE MANUFACTURE OR SUPPLY OF GOODS OR THE PROVISION OF SERVICES RELATING TO THE GOODS.**

**This warranty gives you specific legal rights and you may also have other rights, which vary by jurisdiction. To find the location of the nearest BAUER dealer or other authorized repair facility call (713) 691-3000. If you have questions concerning this warranty or its applications, call or write BAUER Equipment America Inc., Attn: Customer Service, 680 Conroe Park West Drive, Conroe TX 77303.**