

**WARRANTY CONDITIONS****Dynapac Equipment**

Dynapac hereby extends to the Distributor of each Product (as defined in the Distributor Agreement), Optional Equipment, and Spare Part hereto (the Products) purchased from Dynapac, the following limited warranty.

Subject to the exceptions set forth below, Dynapac or its designates will repair or replace defective parts of Products, which prove to be defective in design, material or workmanship during a period of twelve (12) months or 1500 operating hours for Rollers, Pavers and Planers whichever shall expire first, and twelve (12) months for Light Products.

Counted from the date of delivery to the end-user, but in no event later than eighteen (18) months from the date of delivery from Dynapac.

The costs for repair or replacement of the defective part of the Product will be refunded based on the ex-works price for spare-parts and as in accordance with similar operation in a workshop.

Costs for lifting and transportation will not be paid by Dynapac.  
Travel reimbursements will be compensated as per warranty policy.

Claims under this warranty shall be submitted in writing to Dynapac and must be received by Dynapac prior to the expiry of the warranty period stated above, however not later than one (1) month after occurrence.

**LIMITATION OF LIABILITY**

1. The foregoing warranty does not cover:

- a) Defects due to improper storage, use, abuse, accident or by failure to maintain the Products in accordance with applicable manuals or instructions.
- b) Defects due to improper repair or modifications not authorized by Dynapac or consequences of such improper repair or modifications.

The warranty will not apply (i) unless original Dynapac Spare Parts are used or (ii) if the Products before delivery by Distributor to end-user have been used, repaired or modified in any way or have been stored improperly.

2. The foregoing warranty does not cover:

- a) Fuel, hydraulic fluid, lubricating oil, grease, coolant and antiadhesive fluids.
- b) Items subject to wear, e.g. wear parts, scraper blades, friction linings, brake discs, batteries, tyres and rubber items.
- c) Normal ageing of vital parts, or normal wear and tear.
- d) Cost of labour for adjustment or settings, e.g. adjustments of brakes, valves, chains, calibration of electronic steering units and retightening of bolts, nuts, couplings etc.
- e) Cost of labour and parts for maintenance.
- f) Claims in which the cost is less than 50 Euro.

3. Dynapac's liability for losses, damages or expenses of any kind is limited to direct damages up to an amount not exceeding the cost of performing the obligations contained in the foregoing warranty but in no event shall Supplier's liability exceed twenty-five (25) per cent of the purchase price of the Product giving rise to such liability.

4. Dynapac shall not unless prohibited by law be liable for any damage or loss to property caused by the Products.

Distributor shall indemnify and hold Supplier harmless to the extent Dynapac incurs liability towards any third party in respect to damage or loss caused to property by the Products.

5. Dynapac will in no event be liable for any loss of profit, loss of production, loss of use, loss of goodwill, loss of contract, costs for replacement of products, loss of rental income, interruption in business, claims by third party or for any economic, consequential or indirect damage whatsoever.

**All previous warranty certificates  
are superseded by these conditions.  
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