

CERTIFICATE OF WARRANTY

In addition to the legal warranty period granted by the sales representative for the sale of a new machine, BOMAG warrants under the following conditions that new equipment products are free of defects in material and that only appropriate materials were used.

A. Refuse Compactors

The warranty period for the refuse compactor is twelve (12) months or two thousand (2000) operating hours from the date of commissioning, according to the commissioning report. The warranty period ends when one of the two conditions is reached.

B. Ride-on, Milling and Paving machines

The warranty period for ride-on, Milling and Paving machines is twelve (12) months or one thousand (1000) operating hours from the date of commissioning, according to the commissioning report. The warranty period ends when one of the two conditions is reached.

C. Walk-behind machines

The warranty period for walk-behind machines is twelve (12) months from the date of commissioning, according to the commissioning report.

BOMAG's obligation under this warranty is to either repair or replace parts and assembly groups which have been determined, upon inspection, to have been defective. BOMAG will not accept any claims for a reduction of the purchasing price or a replacement of the purchased object.

BOMAG shall not be liable for subsequent damage such as downtime costs, compensation, rentals costs for replacement equipment or lost profit resulting from a breakdown during the warranty period.

In the case of warranty an appropriate period of time must be granted for the performance of the necessary work and the supply of spare parts.

Parts replaced during the warranty period become the property of BOMAG.

Warranty performances require evidence of proper maintenance according to the maintenance instructions.

Repairs and work during the warranty period, which was not performed by BOMAG or by personnel authorised by BOMAG, will lead to the loss of all warranty claims.

Damage caused by accelerated wear and tear, this includes also the continuation of operation after the detection of a defect, improper handling and maintenance, use of unsuitable fuels and lubricants as well as the non-observance of the operating instructions, are not covered by this warranty. The same applies for damage resulting from normal wear and tear.

Warranty claims can be forwarded to BOMAG GmbH or to an authorised BOMAG dealer.

