

Nikkel Iron Works

Warranty Policy Guide

This Warranty Policy Guide has been developed to assist the dealer in building customer loyalty to the dealer and the product lines when a warranty situation occurs. The purpose of this Guide is to explain the responsibilities of both the dealer and the manufacturer in resolving the warranty with the retail customer. Both the dealer and the manufacturer are engaged in a partnership to build customer satisfaction through the excellent service to the retail customer. The goal is to strengthen the reputation of both the dealer and the manufacturer in the customer's view. The customer will tell others of their satisfaction, or dissatisfaction, that resulted from the warranty process.

The fundamental responsibility of warranty is to reimburse the dealers for legitimate expenses incurred in correcting defects in material and workmanship of the products sold by the manufacturer. The Warranty Policy Guide is designed to aid dealers in promptly addressing customer's request in a prompt and consistent manner.

With a working knowledge of the procedures outlined in this manual, and the technical ability to determine the reason for repair or replacement, warranty claims can be handled efficiently, courteously and promptly.

1. The Purpose of Warranty

Warranty assures the purchaser that should a defect in material or workmanship occur during the warranty period, Nikkel Iron Works will assume specific repair responsibilities, as listed in the warranty statement. The warranty statement is to be provided to each purchaser of each piece of new equipment. Warranty begins on the date the product is delivered to the original purchaser of the product. Once the warranty period has begun, it cannot be stopped or interrupted.

2. Dealer Responsibilities

The following responsibilities are to be performed when the dealer delivers a product to the purchaser or otherwise places it into warranty service:

- a. Complete the Warranty Registration Form and forward to Nikkel Iron Works within 30 days of the sale of the product. Warranty reimbursement is contingent upon product registration.
- b. Review warranty statement, owner's manual, parts and assembly manual, PDI checklist and complete delivery report with purchaser to assure understanding of purchaser's responsibilities as related to warranty, service and the proper and safe operation of the product. Purchasers should be advised to have failed parts repaired or replaced immediately upon failure and that continued use will result in additional damage and excessive wear.
- c. Contact manufacturer prior to beginning repair or replacement of failed parts to make certain that the cost of repairs are consistent with the value of the product when sold. Warranty requests for units in dealer's inventory may be submitted to Nikkel Iron Works when defects are noted in products prior to the retail sale of that unit.
- d. Provide warranty and service repairs as directed by Nikkel Iron Works Service Repair Bulletins or other instructions.
- e. All warranty work must be completed within 30 days of failure. Notify Nikkel Iron Works Warranty Department if repairs will require more than 30 days after failure for an extension. No claim will be accepted for warranties that exceed this 30 day period. Written warranty claims must be submitted to Nikkel Iron Works within 30 days of the failure.

- f. No warranty will be allowed on units delivered to the retail customer prior to the full payment of that unit to the manufacturer by the dealer.
- g. If diagnostic time is required, contact Nikkel Iron Works prior to beginning the warranty repair for approval. Travel time is not reimbursed.

3. Nikkel Iron Works Responsibilities

- a. Reimbursement for parts used in warranty repair will be credited only when the parts are purchased from Nikkel Iron Works. Parts will be credited at dealer's net cost (less all discounts). No warranty will be allowed on parts that are past due.
- b. Dealer should use parts from their parts inventory first. In the event that parts must be shipped from Nikkel Iron Works, freight will be paid by Dealer and will be shipped by the most economical means to arrive in the shortest possible time. **Air, Next Day Air, Priority and other special shipment methods requested by the dealer will be at customer's expense.**
- c. Warranty Labor Reimbursement for labor expense to the dealer is made by payment of the lowest posted or advertised labor rate, or as regulated by state statutes. Repair times will be reviewed by Nikkel Iron Works and may be adjusted to average repair time required by other dealers to make similar repairs. Labor is not paid on the warranty associated with repair parts purchased by the retail customer that are used on a product that is not currently in warranty time frame.
- d. Reimbursements for repairs made by outside sources (not dealer personnel) will be made for those services deemed necessary for the resolution of the warranty by Nikkel Iron Works Warranty Department. **Outside repair invoices must have prior approval from Nikkel Iron Works Service Department and must be attached to the warranty claim after approval.**

4. Other Warranty Provisions

The following guidelines are to be followed when performing warranty repairs:

- a. Call Nikkel Iron Works Corp. first. Warranty claim forms are available on the website or will be forwarded to you.
- b. In all cases, the most economical repair should be performed unless otherwise directed by Nikkel Iron Works Corp. Credit will not be allowed for assemblies, or groups, if it is practical to make the repair with individual parts. In some cases, the assembly, or group price may be less than the total of the parts and labor required to complete the repair. In those cases, an assembly, or group, may be used.
- c. Only those parts provided by Nikkel Iron Works are covered under Warranty. The use of parts from other sources will not be eligible for warranty consideration.
- d. All parts removed during warranty repair should be held for a period of 60 days after the warranty claim has been submitted to Nikkel Iron Works. These parts can be discarded if disposition or return request hasn't been made during this period. Parts that are returned to Nikkel Iron Works for which credit has not been issued can be returned upon dealer request within 30 days of claim disposition. These parts will be discarded after the 30 day period.
- e. All parts returned to Nikkel Iron Works Corp. for warranty consideration must be shipped **FREIGHT PREPAID** by the dealer only after an RGA number (return goods authorization) has been issued by Nikkel Iron Works Corp. Any returned packages must be clearly labeled with an RGA number. Any item that is returned without an RGA number will be refused.

f. Nikkel Iron Works reserves the right to deny or reverse any and all warranty claims for parts, labor, or miscellaneous charges when errors are found or warranty provisions are abused or fraudulent claims are submitted.

g. Warranty reimbursement is not possible:

- i. If parts returned are not cleaned and properly identified, or if they are damaged in return shipment due to poor packaging.
- ii. When failure falls under the "limitations" as identified in the Warranty Statement.
- iii. When Nikkel Iron Works has requested the return of certain parts, assemblies or information and has not received material within 30 days of date posted on return request.
- iv. On claims due to damage or shortage that are obviously the responsibility of dealer or the delivering carrier.
- v. On the entire claim when warranty policy and provisions are not followed.

All dealers will warranty their technician's work to the purchaser and will indemnify Nikkel Iron Works from such claims.

5. Service Bulletins

Service Bulletins will be issued when necessary to alert dealers of special repairs. Each Bulletin will give detailed directions and procedures to complete the service.

6. Procedures For Completion Of Warranty Form

- a. Dealer number, name and address - record number, name and address of dealership that has performed warranty repairs and requests reimbursement.
- b. Customer name and address and telephone number - record name, address and telephone number of original purchaser of the warranted product.
- c. Purchase Date - date when product was delivered to customer.
- d. Serial Number - record the serial number of the machine on which repairs were performed.
- e. Failure Date - record date when failure occurred.
- f. Model - record model name or number.
- g. Hours/Acres used - record number of acres or hours the product was used prior to failure.
- h. Tractor Make & Model – tow vehicle make & model.
- i. Dealer Signature - Signature of dealer, or dealer's representative, verifying repairs are complete.
- j. Parts Required - record all service parts used to make necessary repairs. Include quantity, part number, description and list price.
- k. Labor Hours - record time taken to perform repairs. (Repair time ONLY - Travel time is not allowed)

l. Labor Rate - *record your normal retail shop rate or the rate specified in Warranty Policy, whichever is less.*

m. Total Labor Amount - *multiply hours X rate to get total labor expense.*

n. Total Parts - *total list price of parts used.*

o. Dealer Comments - *please record a brief description of failure and probable cause.*

7. Use of Photos

Pictures should be attached to the dealer's claim when their inclusion will help identify the condition of the part being repaired or replaced, and thus assisting in approval of the claim. In many cases, the use of photos may eliminate the need to return parts for evaluation. Photos will not be returned unless specifically requested.

8. Delayed Warranty Repairs

Warranty repairs should be scheduled and performed as soon as possible after notification of dealer and Nikkel Iron Works. There may be circumstances that require the use of the product for a short period of time by the retail customer or the availability of repair parts necessary to complete the repairs will require the work to extend past the 30 day period. In those cases, the dealer must notify Nikkel Iron Works in writing of the extenuating circumstance and advise that the continued use of the product will not enlarge the warranty claim. These claims will then be processed as if the product is still within the warranty period.

9. Denied Claims

Dealers will be notified of a denied claim in writing that will state the reason for the denial. The dealer has the right to appeal this claim and must do so within 30 days of notification of denial. If there has been no appeal within the 30 days period the claim will be considered closed.

Limited Warranty Statement

Nikkel Iron Works warrants each new Nikkel Iron Works product to be free from defects in material and workmanship. This warranty is applicable only for the normal service life expectancy of the product or components, not to exceed twelve (12) consecutive months from the date of delivery of the new Nikkel Iron Works product to the original purchaser.

Genuine Nikkel Iron Works replacement parts and components will be warranted for 365 days from date of purchase, or the remainder of the original equipment warranty period, whichever is longer. Under no circumstances will it cover any merchandise or components thereof, which, in the opinion of the company, has been subjected to misuse, unauthorized modifications, alteration, an accident or if repairs have been made with parts other than those obtainable through Nikkel Iron Works.

The Company in no way warrants engines, batteries, tires or other trade accessories since these items are warranted separately by their respective manufacturer. Expendable or wear components such as bearing plates, blades, skid shoes, discs and the like are excluded from this warranty.

Our obligation under this warranty shall be limited to repairing or replacing, free of charge to the original purchaser, any part that, in our judgment, shall show evidence of such defect, provided further that such part shall be returned within thirty (30) days from date of failure to Nikkel Iron Works, routed through the dealer and distributor from whom the purchase was made, transportation charges prepaid.

This warranty shall not be interpreted to render Nikkel Iron Works liable for injury or damages of any kind or nature to person or property. This warranty does not extend to the loss of crops, loss because of delay in harvesting, or any expense or loss incurred for labor, substitute machinery, rental or for any other reason.

Except as set forth above, **Nikkel Iron Works shall have no obligation or liability of any kind on account of any of its equipment and shall not be liable for special or consequential damages. Nikkel Iron Works makes no other warranty, expressed or implied, and, specifically, Nikkel Iron Works disclaims any implied warranty or merchantability or fitness for a particular purpose.**

This warranty is subject to any existing conditions of supply which may directly affect our ability to obtain materials or manufacture replacement parts.

Nikkel Iron Works reserves the right to make improvements in design or changes in specifications at any time, without incurring any obligation to owners of units previously sold.

No one is authorized to alter, modify or enlarge this warranty nor the exclusion, limitations and reservations.