



Doppstadt US Customer Limited Warranty

(revised as of May 3, 2011)

I. Limited Warranty

Doppstadt US, LLC makes the following limited warranty:

Doppstadt US warrants each new and unused product sold by it to be free from defects in material or workmanship for the earlier of twelve (12) months from the date of delivery to the first user or 1,000 operating hours, **the obligation under this warranty being limited to the replacement or repair by Doppstadt US**, or at a point designated by it, of such parts or components as shall appear to it upon inspection at such point to have been defective in material or workmanship at the time sold, provided that the parts or components claimed defective are returned to inspection points, transportation charges prepaid. The Customer shall notify Doppstadt US in writing within fourteen (14) days of receipt of the Doppstadt product to record the Record of Instruction and the Certificate of Warranty included with the original documentation. If the Customer takes the machine for its own stock of machines, it has fifty (50) demonstration hours or until the sale of the machine to an end user (whichever comes first) to register the machine's warranty.

Replacement or repair of the Doppstadt US products as provided under this warranty is the Customer's exclusive remedy. This exclusive remedy will not be deemed to have failed of its essential purpose so long as Doppstadt US is willing and able to replace or repair any defective product within the limits of this warranty. In the event Doppstadt US fails to replace or repair the product as aforesaid, the entire liability of Doppstadt US shall not exceed the amount paid by the Customer to Doppstadt US for its purchase of the defective product.

This warranty applies only to products less than twelve (12) months old or less than 1,000 operating hours which after shipment from Doppstadt US have not been altered or changed in any manner. Doppstadt US will replace the damaged parts and components free of charge within the limits of the warranty.

II. Limitations on Warranty

IN NO EVENT SHALL DOPPSTADT US BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGE TO OR LOSS OF PROPERTY OR EQUIPMENT, LOST REVENUES OR PROFITS, OR HARM TO GOODWILL OR BUSINESS REPUTATION DIRECTLY OR INDIRECTLY ARISING FROM THE SALE, HANDLING OR USE OF THE PRODUCT, OR FROM ANY OTHER CAUSE RELATING THERETO AND DOPPSTADT US'S LIABILITY HEREUNDER. DOPPSTADT US SHALL NOT BE LIABLE TO THE CUSTOMER FOR ANY CLAIMS, DEMANDS, INJURIES, DAMAGES, ACTIONS OR CAUSES OF ACTION WHATSOEVER BASED ON NEGLIGENCE OR STRICT LIABILITY.

The following items are not covered under this warranty:

- Wear Parts
 - Filters, seals, V-belts, conveyor belts, flails, flail holders, holder shafts, scraper floor ledges, scraper floor chains, roller and comb teeth, wear plates and sheets
- Fuels
- Transport and Packaging
- Normal Maintenance and Care
- Downtimes, Salvage Costs, Substitutes
- Damages due to improper operation

- Transport Damages
- Damages due to Manipulations (if not authorized by Doppstadt US, LLC)
- Force of Nature
- Repairs if the expenses are out of proportion to the damage
- Inadequate repairs and Resulting damages

If after inspection of the product, Doppstadt US determines that the defect is a result of misuse, mishandling, abnormal conditions of operation, unauthorized repair or modification, or due to the Customer's failure to maintain or operate the product in compliance with the written instructions, all expenses incurred by Doppstadt US in connection with the replacement or repair of the product shall be for the account of the Customer. For working and travel expenses, Doppstadt US charges:

- Per Service Hour: \$60.00
- Per Mile and Per Vehicle: \$0.90

In principle, Doppstadt US does not credit parts at a price of less than \$6.00 according to the Customer price list. Furthermore, warranty repairs which have to be carried out because of constructive modifications and which exceed \$3,500.00 are subject to authorization by Doppstadt Calbe. In the case of imitated parts, the warranty will lapse for all parts in contact with an imitated part and for any part which is damaged as a result of the failure of such an imitated part.

Any product returned to Doppstadt US for replacement shall become the property of Doppstadt US. Any transport damages should be noted on the transport document and will not be processed with the warranty claim. Doppstadt US must be informed separately in writing about any transport damages.

III. Exclusion of Warranties

DOPPSTADT US MAKES NO WARRANTY THAT THE PRODUCTS SOLD HEREUNDER SHALL BE MERCHANTABILITY OR THAT SUCH PRODUCTS SHALL BE FIT FOR ANY PARTICULAR PURPOSE. MOREOVER, DOPPSTADT US MAKES NO EXPRESS OR IMPLIED WARRANTIES EXCEPT FOR THE LIMITED WARRANTY OUTLINED ABOVE. IN ADDITION, NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, MADE BY A DISTRIBUTOR, SALES REPRESENTATIVE, OR FIELD AGENT OF DOPPSTADT US WHICH IS NOT SPECIFICALLY SET FORTH HEREIN SHALL BE BINDING ON DOPPSTATDT US.

IV. Extended Warranty

Extended warranties are available on the Doppstadt units. They can be purchased in one (1) year/1000 hour segments. A maximum of two additional segments may be purchased for each machine. The price of each segment is 1.5% of the purchase price of the machine.

There is a deductible of \$4,500 per incident for all extended warranty claims. The extended warranty does not cover wear parts such as teeth, hammers, belts, filters, and any additional part as defined previously in Section II above.

V. Procedure of Warranty Claims

In order to enhance and expedite the warranty procedure, Doppstadt US requests that Customer observes the following points for a successful warranty claims.

Record of Instruction

The record of instruction is part of the machine delivery and concerns the transfer to the Customer. The tests are an additional quality assurance measure and they document the exact conditions of the machine at the time of delivery, to the extent it can be noticed by the functional and sight checks. On delivery, the Customer has to carry out a functional and sight check of the machine according to the record of instruction. These records have to be filled in completely and enclosed to the machine documentation. After the transfer of the machine to the final customer, a copy of the records and the warranty certificate must be sent to Doppstadt US, LLC.

Maintenance Booklet

The maintenance booklet is part of the original machine documentation and must be kept properly for each machine.

Service Documentation

The 50-hours record must be filled in completely together with the Record of Instruction, stamped by the Customer and returned to Doppstadt US. Furthermore, all service records (200, 400 hours...) must be registered in the maintenance booklet and reported to Doppstadt US. All service records must be submitted to Doppstadt US two (2) months after issue at the latest in order to ensure the right to claim for damages.

Warranty Claim

The distributor is not allowed to promise the customer to repair or exchange parts or machines within the limits of the warranty in the name and at the expense of Doppstadt US, LLC. These promises are subject to written confirmation by Doppstadt US.

When it is established that warranty repair work is necessary, the Customer must submit a purchase order for any parts needed. The purchase order needs to include the machine make, model, serial number and amount of hours and should clearly state that the parts are being ordered for warranty.

After a repair or exchange of parts or machines, the Customer can claim for warranty by submitting a warranty form to Doppstadt US. Doppstadt US will submit the claim to Doppstadt Calbe for approval. Warranty claims must be filled in completely and submitted within thirty (30) days after the receipt of the parts. If the claim is not received within the 30 days, the claim will be rejected and no credit will be given. Please enclose work performance records, photos of damage, invoices of contracted services, delivery notes and invoice copies for original Doppstadt spare parts. Invoices for warranty parts should be paid according to the customer's standard payment terms.

If the claim is approved, the invoice will be credited along with any labor, mileage, etc. that the customer has claimed. Any credit that goes beyond the amount of the warranty parts invoice will be immediately applied to the oldest invoice over 30 days on the customer's account. If the customer is within terms, the additional credit will be left on the account to be used at the customer's discretion.

VI. Damaged Parts – Return

All warranty parts need to be returned to Doppstadt US, LLC for inspections. The parts have to be sent to Doppstadt US, LLC immediately with reference to the claim for warranty and with a tag for damaged parts which has to be filled in completely.

Faulty and refused parts have to be marked and described clearly. All the damaged parts must be emptied and cleaned. Connections have to be closed by locking pieces to avoid soiling. If the part becomes dirty inside, is damaged because the locking pieces are missing or because of inadequate packing, the right to claim for warranty will lapse.

All damaged parts must be marked by a tag with the following data:

- Customer's name
- Warranty claim number
- Machine type
- Year of Construction
- Serial Number
- Spare Part Number
- Working Hours of the Machine

If damaged parts are replaced completely or in part within the limits of the warranty or accommodation they will become property of Doppstadt US, LLC. If during the examination of the damaged parts it turns out that a refused part has been replaced unjustly or that it has been damaged due to circumstances for which Doppstadt US, LLC is not responsible, the amount will be charged again.

At the Customer's discretion, it may add drawings, spare part lists and photos to illustrate the damages.