

This version is in effect as of October 1, 2014.

Hitachi Construction Machinery Europe N.V. (HCME) Limited Warranty

This limited warranty ("Warranty") applies only to the Product specified in this Operator's Manual.

This Warranty applies only to the Product manufactured and/or sold by Hitachi Construction Machinery (Europe) N.V. ("HCME") or through its authorized Distributor in the European Union, Switzerland, Iceland and Norway.

This Warranty does not apply to the Product operating in the countries outside the European Union with the exception of Switzerland, Iceland and Norway. (In other areas different warranties may apply. Copies of applicable warranties may be obtained by written request to Hitachi Construction Machinery Co., Ltd.)

HCME warrants the new Product will comply in all material respects with HCME's specifications thereof and will be free of defects proved to have been caused by defective materials and/or faulty workmanship, in the sole judgment of HCME during the following period:

Warranty Period

Twelve (12) months, unlimited hours of operation after the date of delivery to the first User.

This Warranty is subject to the following terms and conditions:

HCME's Obligations & Responsibilities

- Repair the Product in the sole judgment of HCME;
- Repair or provide replacement parts in the sole judgment of HCME (either new, remanufactured, repaired or by HCME approved parts) needed to correct the defects;
- The replaced parts become the property of HCME;
- The replaced parts provided under this Warranty are warranted for the remaining Warranty Period applicable to the Product in which they were installed;
- Provide reasonable and customary labour necessary for the Warranty works through its authorized Distributor at the place of business of HCME or its authorized Distributor during normal working hours.

User's Obligations & Responsibilities

- Operate the Product in accordance with the Operator's Manual and the designated specification of fuel and perform the required maintenance as indicated in the Operator's Manual;
- Provide proof of a delivery inspection to the first User, periodical maintenance compliance (receipts, copies of work orders, invoices and periodical inspection results);
- Pay for travel expenses of HCME or HCME's authorized Distributor (as the case may be) to a job site and transportation expenses;
- Labour costs in excess of those provided under "HCME Obligations & Responsibilities" including but not limited to premium or overtime labour costs;
- Pay for parts shipping charges in excess of those that are considered usual or customary;
- Pay for local taxes and duties if applicable;
- Pay for costs to investigate complaints, unless the problem is caused by a defect in HCME material or workmanship;
- Give a prompt notice (within five (5) working days) of a warrantable failure and/or potential problem;

- Promptly make the Product available for Warranty works;
- Permit HCME and/or its authorized Distributor to get access to all relevant information in order to investigate and/or repair the failure.

Limitations

This Warranty does not apply to service parts, wear parts, consumable parts such as lamps, fuses, V-belts, brake clutch lining, brake disc, clutch disc, ground engaging parts, track, tires, wire ropes, filter elements, oil, grease, grease nipples, etc., unless these parts fail as a result of a failure of a warranted part of the Product. Moreover, this Warranty shall not be applicable in the following cases:

- Failures resulting from unauthorized repair or adjustments in the Product;
- Failures resulting from the attachments, and/or parts, not manufactured and/or sold or approved by HCME;
- Failures resulting from using fuel and/or lubricant other than the type designated by HCME;
- Failures resulting from operation in disregard of the Operator's Manual and/or catalogues and/or such instructions as are issued by HCME for the Product;
- Failures resulting from any abuse, neglect, improper handling and/or insufficient or erroneous maintenance of the Product;
- Failures resulting from floods, lightning, storms, fires, and other Acts of God;
- Failures resulting from the User's delay in prompt repair of the initial problem;
- Failures resulting from any use and/or installation that HCME judges improper;
- Minor change of colour and/or rust on the Product ascribable to normal wear and tear;
- Such phenomena as normal noise, vibration, etc. which will not affect the function of the Product;
- Minor adjustments such as re-torque and tightening of nuts, bolts, hoses, hydraulic lines, fittings and troubleshooting.

THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES AND THERE IS NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS WARRANTY CONSTITUTES USER'S SOLE RIGHT AND REMEDY AND HCME'S SOLE OBLIGATIONS & RESPONSIBILITIES IN RESPECT OF ANY DEFECTIVE OR MALFUNCTIONING PRODUCTS AND IS SUBJECT TO ANY LIMITATIONS OF LIABILITY THAT ARE PART OF ANY SALES AGREEMENT WITH HCME.

FOR THE AVOIDANCE OF DOUBT AND WITHOUT PREJUDICE TO THE FOREGOING, HCME WILL NOT BE LIABLE FOR ANY DIRECT OR INDIRECT DAMAGES (INCLUDING BUT NOT LIMITED TO ANY CONSEQUENTIAL DAMAGES, LOSS OF REVENUES, LOSS OF PROFITS OR BUSINESS INTERRUPTION LOSSES) UNLESS THE DAMAGE IS THE RESULT OF HCME'S WILFULL MISCONDUCT OR GROSS NEGLIGENCE.

EXCEPT AS EXPRESSLY STATED HEREIN, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, BY OPERATIONS OF LAW OR OTHERWISE, PERTAINING TO THE PRODUCTS.

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IF THIS WARRANTY IS ALSO TRANSLATED INTO ANOTHER LANGUAGE, DIFFERENT FROM ENGLISH, IN CASE OF DISCREPANCIES BETWEEN THE TEXTS, THE TEXT IN ENGLISH LANGUAGE SHALL PREVAIL.

THIS WARRANTY SHALL BE GOVERNED BY AND IS CONSTRUED IN ACCORDANCE WITH THE LAW OF THE NETHERLANDS WITH THE EXCLUSION OF THE UN CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS (CISG). ALL CLAIMS AND DISPUTES ARISING OUT OF OR IN CONNECTION WITH THIS WARRANTY SHALL BE SETTLED BY THE COMPETENT COURT IN AMSTERDAM, THE NETHERLANDS. HOWEVER, HCME SHALL HAVE THE RIGHT TO SUBMIT ANY CLAIM OR DISPUTE TO A COURT THAT WOULD HAVE JURISDICTION IN THE ABSENCE OF THE FOREGOING STIPULATION. AS AN EXCEPTION, IF THE USER IS DOMICILED OUTSIDE THE EUROPEAN UNION, SWITZERLAND, NORWAY OR ICELAND, UPON COMMENCEMENT OF PROCEEDINGS ALL CLAIMS AND DISPUTES ARISING OUT OF OR IN CONNECTION WITH THIS WARRANTY, SHALL BE FINALLY SETTLED IN ACCORDANCE WITH THE ARBITRATION RULES OF THE NETHERLANDS ARBITRATION INSTITUTE (NAI). THE ARBITRAL TRIBUNAL SHALL BE COMPOSED OF THREE ARBITRATORS WHO SHALL DECIDE IN ACCORDANCE WITH THE RULES OF DUTCH LAW. THE PLACE OF ARBITRATION SHALL BE AMSTERDAM, THE NETHERLANDS. THE ARBITRAL PROCEDURE SHALL BE CONDUCTED IN THE ENGLISH LANGUAGE.

Claims under this Warranty should be submitted to a place of business of an authorized HCME's Distributor or directly to HCME. For the information concerning either the address to submit the claims or HCME as the issuer of this Warranty, please write to: Hitachi Construction Machinery (Europe) N.V., Siclieweg 5, 1045 AT, Amsterdam, The Netherlands.