

HITACHI PARTS WARRANTY AND PROCEDURE

1. APPLICATION OF PARTS WARRANTY

This Parts warranty policy and procedure shall be applied to all the service parts that the dealer orders and purchases from HITACHI.

2. PARTS WARRANTY PERIOD

If the dealer just sells a service part to an end user without its installation, period of the parts warranty shall be for three hundred sixty five (365) days of the date of an invoice issued to the end user for unlimited hours.

4. WARRANTY COVERAGE

(1) Coverage of the parts warranty is limited to service parts found to be defective in material or workmanship only.

NOTE: The dealer shall appropriately choose the most reasonable measure to fix any defectiveness.

(2) In case that such defectiveness is found on a service part that the dealer just sells to an end user without its installation, only cost of the service part shall be reimbursed by HITACHI.

(3) In case that such defectiveness is found on a service part that the dealer sells to an end user and installs to an equipment, labor, mileage and parts cost shall be reimbursed by HITACHI.

(4) The liability of HITACHI under this warranty is expressly limited to the provisions specified here, and in no event shall HITACHI incur any liability. (including general, special incidental or consequential damages, nor economic or any other loss, arising from the failure of any part which is not expressly assumed by HITACHI under this warranty.)

5. EXCEPTIONS TO PARTS WARRANTY

(1) The following consumable service parts are not warrantable,

Lamp, fuse, V-belt, bucket parts such as side cutter, ripper and tooth, tire, wire rope, filter element and lubricants and so on.

(2) Corrosion or damage on a service part caused by the dealer's improper maintenance during stock period.

(3) Normal corrosion, wear, vibration, noise and color fade-out.

(4) Damage on a service part caused by a user's any mishandling, wrong installation or wrong maintenance.

(5) Warranty claim on a service part on which the dealer cannot provide HITACHI with sales evidence or sufficient information upon a request from HITACHI.

(6) Warranty claim on a service part stocked by the dealer more than 12 months of the date of its invoice issued by HITACHI to the dealer.

(7) Warranty claim less than US\$20.00.

(8) Normal degradation on rubber and plastic parts.

(9) Damage on a service parts caused by local modification or specification deviation not authorized by HITACHI.

(10) Damage caused by wrong operation or abuse of equipment done by an end user. .

(11) Damage caused by lubricants not recommended by HITACHI.