



MANUFACTURER'S WARRANTY

PROTECTING YOUR INVESTMENT IN QUALITY WASTE EQUIPMENT FROM BERGMANN DIRECT LTD

Regardless of the inherent quality and reliability designed and built into waste disposal equipment we recognise that unforeseen repairs may occur at times. This Warranty supplied by BERGMANN DIRECT LTD provides for these rare occasions to give added protection for the equipment and peace of mind for the owner. A wise choice protecting your profits.

WARRANTY COVER TERMS AND CONDITIONS

This Warranty Cover commences on the delivery of the machinery. Although we hope you will never need to make a claim against your Warranty Cover we advise you to please read the information below carefully so that you fully appreciate and understand the extent of protection that you now enjoy.

To maintain validity of cover you must comply with the Terms and Conditions as defined below particularly those relating to servicing of the equipment.

1. DEFINITION OF COVER

The Warranty Cover indemnifies the equipment detailed on the Warranty Schedule affixed to this leaflet against failure of components and/or faulty workmanship subject to the Terms and Conditions and Exclusions contained within this leaflet.

2. FAILURE

Failure shall mean the sudden and unforeseen actual breaking, seizing or "burning out" of any components as detailed in the "Schedule of Components Covered", caused by or arising from its own internal defect or faulty materials or faulty workmanship causing stoppage of normal operation and necessitating repair or replacement before normal 'operation can be resumed.

3. EXCLUSIONS

Refer to "Schedule of Components Covered" and warranty Exclusions.

4. PERIOD OF COVER

The Warranty Cover applies to the equipment specified in the Warranty Schedule affixed to this document and provides cover for the period or specified operating hours, whichever occurs

Registered Office: 10 Jesus Lane Cambridge CB5 8BA, **Registered in England:** 2239435, **VAT No:** 167 8386 56

Registered Upper Tier Waste Broker & Dealer No: CBDU106948

Tel: 0845 226 5803

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soonest, stated on the Warranty Schedule. This warranty can be extended beyond the standard period by agreement between BERGMANN DIRECT LTD and the Customer.

5. SCOPE OF COVER

The Warranty Cover applies to new and refurbished waste disposal equipment purchased from BERGMANN DIRECT LIMITED.

The scope of cover only applies to equipment operated within the geographic boundaries of the UK and Europe (unless alternative arrangements have been made and agreed with BERGMANN DIRECT LIMITED prior to the issue of the Warranty cover).

6. SCHEDULE OF COMPONENTS

The following Schedule of Components relates to parts and components incorporated within the range of waste disposal equipment supplied by BERGMANN DIRECT LIMITED, for use within the UK and Europe, which are covered within the Terms of this Warranty. Parts and components not listed are specifically excluded.

BERGMANN COMPONENT LIST

Covered Components (where fitted)

- Frame/Container (for manufacturing defect)
- Slides
- Stirrup piece
- Sack guard
- Shells (for manufacturing defect)
- Hooks
- Handles
- Bearings
- Pressure springs
- Casing
- Central mast
- Carriage
- Bolts
- Nuts

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- Washers
- Adapters
- Splint shaft
- Tensioners
- Timers
- Seals
- Drive belt (for breaking)
- Magnetic card switch
- Mountings
- Cylinder mountings
- Pendulum
- Pendulum roof
- Buffers
- Ratchet
- Tension pin
- Hook
- Bushes

Exclusions

- Impact damage
- Wear & tear
- Any failures due to the lack of recommended lubrication
- Any damage resulting from fires in the waste
- Damage caused by the ingress of non-specified materials
- Any failures caused by overloading
- Any failures caused by the waste material causing a blockage

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- Damage & failures due to the lack of recommended maintenance
- Damage and failures due to vandalism
- Corrosion
- Any parts considered to be consumable by Bergmann Direct Ltd

HYDRAULICS (Covered components where fitted)

- Hydraulic/hydrostatic motors
- Hydraulic/hydrostatic pumps
- Hydraulic control valves
- Relief valves
- Accumulators
- Shuttle valves
- Hydraulic tank and mounting
- Hydraulic cylinders (rams)
- Steel pipes
- Electro/hydraulic valves
- Hydrostatic drive motors
- Electric motors
- Electric controls
- Switches
- Limit switches
- ECUs
- Compactor drum (for manufacturing defect)
- Failures caused by material from an external source being forced into the compactor drum bearings and drive motor,

Exclusions

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- Hoses
- "O" rings
- External seals
- Exposed pipes
- Rubber mountings
- Hydraulic tank breathers (where applicable)
- Contamination due to the ingress of water or dirt
- Filters and filter elements
- Damage caused by the failure to use the correct specification oil
- Impact damage
- Oil
- Heat damage
- Failures to the hydraulic system caused by a lack of hydraulic oil
- Any failures due to electrical spikes
- Failures caused by material from an external source being forced passed the compactor drum bearing seals and compactor drive motor seals.

FRAME AND STRUCTURE (Covered components where fitted)

- Column
- Centre Column
- Booms
- Telebooms
- Pins
- Bushes
- Holding Ring
- Thrust Rings
- Arms

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- Gears
- Tube Assemblies
- Extensions
- Racks
- Rollers
- Frame.

Exclusions

- Wear and Tear
- Failures due to lack of correct maintenance
- Failures due to overloading
- Impact damage
- Accident damage
- Damage resulting from contact with overhead power lines, fire damage.

CUSTOMER'S RESPONSIBILITIES

Responsibility is vested with the customer to ensure the Terms and conditions of the Warranty cover are complied with in full accordance with the following stated Conditions.

WARRANTY WORK

1. Immediate notification of a warrantable failure must be made to BERGMANN DIRECT LTD, and no attempt must be made to continue operating the equipment until inspected by BERGMANN DIRECT LTD or their representative.
2. The equipment suffering the failure must be made available for repair during normal working hours operated by BERGMANN DIRECT LTD. Any work undertaken by BERGMANN DIRECT LTD, outside these hours will incur the customer in paying a premium labour rate.

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SERVICING WORK

1. All servicing undertaken by customers must be carried out in strict accordance with the procedures laid down by Manufacturer.
2. Only genuine manufacturer's approved spare parts may be used by the customer.
3. A Service Contract with BERGMANN DIRECT LTD will fully cover the customer's responsibility under this clause.

CRACKS

1. All cracks must be reported and dealt with immediately the crack is found or observed, either by the replacement of the cracked component where required or the welding of the crack where appropriate.
2. Where a crack is found it must not be allowed to "develop".

GENERAL WARRANTY EXCLUSIONS

The following Exclusions apply to this Warranty Cover.

1. Fire, lightning, windstorm, explosion, earthquake, hail, water, flood, freezing, theft, vandalism, riot or impact damage.
2. Failure of a covered "component" caused by a non-covered" component'.
3. Faulty or bad workmanship occurring during the execution of repairs, maintenance, alteration, modification or overhaul of the equipment.
4. Failures to the equipment following a modification which has been carried out without the express prior agreement of BERGMANN DIRECT LTD.
5. All costs incurred other than the cost of the component part where services are not supplied/provided by BERGMANN DIRECT LTD, except by prior arrangement.
6. Penalties for delay in connection with guarantees of performance or efficiency or any other consequential loss, damage or liability whatsoever or howsoever caused.
7. Wastage of material, wearing away or wearing out gradually, developing defects, cracks, flaws or fractures of any part of the Insured Property caused by or resulting from ordinary use, rust, scale or other deposits, corrosion or deterioration due to chemical or atmospheric conditions or otherwise, scratching of paint or polished surfaces.

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