



Innovation at Work

EDGE INNOVATE STANDARD EQUIPMENT WARRANTY

1. Edge Innovate (as defined in the General Conditions of Sale) warrants new Equipment supplied by Edge Innovate to be free from defects in material and workmanship.
2. This warranty cover is in position to cover costs associated with defects in material and workmanship. This cover should in no way be seen as a route to profit enhancement etc, it is merely for covering costs.
3. The warranty period for all equipment is 12 months or 2000 hours, whichever comes first,
 - i) provided the Equipment has been maintained and operated within the limits of rated and normal usage, and that there have been no alterations to it; and
 - ii) the defect did not result in any manner from the intentional or negligent action or inaction by Buyer or the end-user or any of their respective agents or employees or any person using it)
4. The warranty period is calculated from the date of start-up inspection at the first end user. Under no circumstances will the warranty period exceed 18 months from delivery to the Dealer. The warranty is allocated to the first end user only. All warranties shall immediately terminate in the event that the Purchaser expressly or impliedly purports to transfer or assign or otherwise any of its rights under this warranty to a third party. Any attempt by the Purchaser to transfer or assign the warranties provided by Edge Innovate to any third party shall be void, unless Edge has provided its prior written consent to the Purchaser.
5. The unit start-up inspection form (SUI) / warranty registration card shall be filled in and signed by the end user and sent to the Edge Innovate after Sales representative by email within seven (7) days from start-up inspection. This SUI form is available to download from the Edge website (<http://edgeinnovate.com/dealerlogin>). The warranty period starts from the date the machine is dispatched unless a Start up inspection form (SUI) has been submitted or unless a non commissioned notification form (NCN) has been received. This NCN form can be filled in online (<http://edgeinnovate.com/dealerlogin>). This NCN form must be submitted online or downloaded and emailed by the 30th of each month to a MAXIMUM of 5 months to confirm that a particular machine is still in stock and has not been used or commissioned. In cases where the Start up inspection form (SUI) has not been submitted nor has confirmation that a machine is in stock and hasn't been commissioned (NCN) then it will be assumed that the machine has been commissioned and the warranty will run from date of dispatch. If it becomes evident that the Start Up / Inspection form is submitted more than 7 days after the actual Start Up date then the warranty cover for that particular machine will be invalid
6. If a problem occurs it must first be registered on the company website (Aftersales page, Enquiry Form) (<http://edgeinnovate.com/aftersales>). Failure to do this before any action is taken will invalidate the warranty.
7. Any repair work to any machine which may result in a warranty claim must be authorised by Edge Innovate in advance. In normal circumstances Edge Innovate personnel will be able to limit and minimize costs associated with any repair. Telephone and e-mail support (often direct to the end user) will help reduce down time and eliminate repair costs. Edge Technical must be given an opportunity to examine a particular issue before any costs are undertaken
8. Only work and Travel approved by Edge Innovate prior to that work being carried out is warrantable.
9. Labour and travel claimed for work that could have been done on site by end user Maintenance personnel is not warrantable.
10. Labour claims will be checked and verified. Edge will calculate the amount of Labour required to complete a particular task. Only this amount of Labour will be covered under warranty. The rate at which labour is being charged will also be verified and this warranty will only cover a rate at which Edge deems appropriate, fair or reasonable. Furthermore, overtime Labour rates will not be covered under this warranty.
11. No warranty claim for a replacement spare part will be passed unless the original defective spare part has been returned for inspection either to Edge or to our supplier. Furthermore, no claim for Labour etc in relation to a defective part will be passed unless the original defective spare part has been returned for inspection either to Edge or to our supplier.
12. If a part is being issued under warranty it must be authorized by Edge Innovate in writing prior to that part being shipped, otherwise it will not qualify for warranty.
13. Parts books and manuals are being updated regularly. Also some parts may be available in smaller sub assemblies than identified in the parts books. In all circumstances dealers must seek prior approval before sending out any parts. If this is not done prior to shipping then these parts will not be covered by Edge's warranty.
14. Each machine must be commissioned and installed by a suitably qualified person. The unit start-up inspection form / warranty registration card (SUI) shall be signed by a suitably qualified person. In case of disputes, the Edge technical team will decide whether a person is suitably qualified or not. In most cases and unless the Sales person has previous technical experience, a Sales person will not be deemed to be suitably qualified.
15. This warranty does not apply to Engines sold for use in Edge products. Engines are covered by their own manufacturing warranties. Your engine (e.g CAT) must be registered for warranty with your local (e.g Cat dealer). Failure to do so will result in extensive delays and frustration while cover is established. Any secondary costs due to engine failure such as engine removal costs or damage caused to other elements of the machine such as pumps etc are not covered by the EDGE standard Equipment warranty.
16. The completed 'Edge warranty claim form' must be sent by email to info@edgeinnovate.com before any claims for warranty will be processed. This claim must be forwarded within 7 days of any work or travel being undertaken, or parts dispatched.



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17. This warranty does not cover:

- natural wear and tear of the equipment, normal maintenance service such as but not limited to, engine tune-ups, adjustments and inspections or normal replacement items (such as service filters), and damage resulting there from;
- consumables such as but not limited to, seals, filters, hoses, v-belts, tyres, fittings, screws, bolts, washers, conveyor chain, spray nozzles, idlers, trailing cable, rubber skirting, pick bushes, teeth and knives, manganese wear parts and other wear parts etc;
- parts which can be repaired or corrected with minimum action such as but not limited to, changing of seals, tightening or adjustment;
- damage caused by negligence or failure of the Purchaser to maintain the equipment in accordance with Edge Innovates maintenance recommendations. A documented service history is required.
- damage caused by the Purchaser's failure to store, maintain or operate the equipment properly, or due to overloading or failure to pay proper attention to service and operating instructions or caused by accident or caused by working beyond rated capacities or exceeding or not meeting recommended power inputs;
- damage due to the regular maintenance actions not being undertaken or indeed such actions being undertaken incorrectly, such as bearings being greased and bolts being tightened
- damage which is caused by but not limited to, operating conditions such as deep and/or aggressive water, poor roadways, dust, poor ventilation, where components, which are designed and manufactured according to industrial standards, fail prematurely;
- travel to site without first attempting to diagnose the problem and involving Edge Innovate personnel in the diagnosis of said problem
- any defect or damage in materials or design provided by the PURCHASER, which are a consequence of the PURCHASER'S action or stipulation affecting quality or structure;
- any parts or components manufactured or supplied by third parties or damage caused by such parts or components to the PRODUCTS;
- any costs such as accommodation, meals etc;
- any direct or indirect consequential damage including but not limited to loss of revenue or profit, loss of production or loss of use of any equipment;
- Product improvements / updates made available by EDGE, unless otherwise specified.

18. This Equipment warranty contains the entire warranty terms and conditions between Edge Innovate and the Purchaser. Notwithstanding anything to the contrary contained in this warranty or otherwise, Edge warranty does not cover claims against its contractors, subcontractors, consultants, dealers, employees, agents and vendors for any consequential, incidental, indirect, special, exemplary or punitive damages, including, but not limited to, loss of actual or anticipated profits, revenues or product; loss by reason of shutdown or non-operation; increased expense of manufacturing, operation, borrowing or financing; loss of use, productivity or shop space; or increased cost of capital, and regardless of whether any such claim arises out of breach of contract or warranty, tort (including negligence), product liability, indemnity, contribution, strict liability or any other legal theory. All limitations in this warranty on Edge Innovate liability shall apply notwithstanding the fact Edge Innovates warranties against fail of their essential purpose or are held to be invalid or unenforceable.

19. Under no circumstances and in no conditions, shall EDGE INNOVATE's liability whether in respect of one claim or in the aggregate, arising out of any contract, exceed the purchase price payable under the contract for such part in which the liability shall arise.

20. On receipt of notification of a warranted defect, EDGE INNOVATE shall remedy the defect at its own discretion in accordance with these terms of warranty.

21. Warranty claims less than 200 Euros (EUR 200) or the equivalent, in another currency are not considered warrantable by EDGE INNOVATE

22. No claim will be considered, and this warranty will be considered null and void, if other than GENUINE EDGE INNOVATE SPARE PARTS are used in the equipment or if GENUINE EDGE INNOVATE SPARE PARTS are dismantled and used in another product than the PRODUCT originally supplied to the PURCHASER by EDGE INNOVATE.

23. Warranty claims need to have a proof of purchase which may include but not limited to 3rd Party invoices, visa receipts, time sheets etc

24. Warranty claims must be sent in writing using a 'Edge warranty claim form'. Claims should include digital photographs of the failure where appropriate. The forms shall be completely filled in and emailed to EDGE INNOVATE representative within seven (7) days from the time when the PURCHASER discovers or should have discovered the alleged defect. Claims lodged after this period will be declined. Only one failure should be reported for each claim. The warranty claim form should be sent to your local EDGE INNOVATE representative.

25. The obligation of EDGE INNOVATE under this warranty is limited to;

- i) Refund the part at its stock replenishment order price; or
- ii) Replace the part, free of charge, DDP at the place of business of the EDGE INNOVATE representative.

26. In all cases a replacement part must be purchased from our spare parts department. If a warranty claim has been approved for the cost of that spare part then a credit note will be issued against the invoice of that part. No warranty claim for a replacement spare part will be



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passed unless the original defective spare part has been returned for inspection either to Edge or to our supplier. Furthermore no claim for Labour etc in relation to a defective part will be passed unless the original defective spare part has been returned for inspection either to Edge or to our supplier.

27. The warranty of a replaced or repaired part expires at the same time as the original warranty of the supplied equipment
28. In the event that a spare part is needed urgently then it must be ordered from our spare parts department. It will be invoiced accordingly and must be paid for in line with the customer's payment terms, e.g Pro-forma, before dispatch. At all times, a customer's account must be up to date to allow shipping to take place
29. In the case of a component bought from a supplier, the warranty of that organization attributable to that particular component will dictate the warranty offered to the purchaser. If for example a warranty claim is refused by an Edge Hydraulic Pump supplier (for reasons explained) then said claim will in turn be refused by EDGE.
30. This warranty shall not be suspended on the grounds of non-use, intermittent use or for any other reason.
31. Warranty will only be payable when a warranty claim has been passed in writing from the appropriate Edge personnel.
32. We will not accept an Invoice for any warranty claim whether said claim has been passed or not.
33. Payment for a warranty claim will either be made by our Accounts office on 30 days on passing of the warranty claim or by credit to an account.
34. At no stage should a pending warranty claim have any impact on monies due to Edge either for products or services. Payment for products and services must be made in time and credit should not be taken against a warranty claim passed or not without the written authorization of an appropriate Edge employee.
35. The appeal period for each Edge Innovate decision with regard to warranty claims is seven (7) days after which the decision of offer by Edge will be final.
36. This warranty is in lieu of all other warranties or conditions express, implied or statutory, including, but not limited to, warranties of merchantability and fitness for a particular purpose. No other warranties express or implied are given unless they are expressly given by EDGE INNOVATE in writing.
37. All other statutory, contractual, tortuous and common law obligations or liability on seller's part are hereby expressly excluded to the maximum extent permitted by law There are no warranties granted or offered by Edge that extend beyond the limited warranty contained herein.