

State of West Virginia Request For Quotation Construction

Procurement Folder: 636978

Document Description : Compact Excavator - Watters Smith Memorial State Park

Procurement Type: Agency Purchase Order

Date Issued	Solicitation Closes	Solicitation No		Version	Phase	
2019-10-18	2019-11-07 13:30:00	ARFQ	0310	DNR200000018	1	Final

SUBMIT RESPONSES TO:			VENDOR	
BID RESPONSE			Vendor Name, Address and Telephone	
DIVISION OF NATURAL RESOURCES			WILLOW OLLC	
PROPERTY & PROCUREMENT OFFICE			WILLQUIPLLC 5801 US HWY 19N	
324 4TH AVE			· ·	
SOUTH CHARLESTON	WV	25303-1228	JANE LEW, WY 26378	
us				

FOR INFORMATION CONTACT THE

James H Adkins (304) 558-3397 jamie.h.adkins@wv.gov

FEIN # 47-867564

DATE 19/25/2019

BRAD HUDSON (304) 805-2000 BHUDSON CWILLBUIL COM

Signature X/ FEIN # 'All offers subject to all terms and conditions contained in this solicitation

Date Printed: Oct 18, 2019 Solicitation Number: DNR2000000018 Page: 1

FORM ID: WV-PRC-ARFQ-001

ADDITIONAL INFORMATION:

The West Virginia Division of Natural Resources is soliciting bids to establish a contract for the purchase of a compact excavator to be used at Watters Smith Memorial State Park.

INVOICE TO		SHIP TO			
SUPERINTENDENT		SUPERINTENDENT			
DIVISION OF NATURAL RESOURCES WATTERS SMITH MEMORIAL STATE PARK			DIVISION OF NATURAL RESOURCES WATTERS SMITH MEMORIAL STATE PARK		
PO BOX 296		831 RR 3			
LOST CREEK	WV26385-0296	LOST CREEK	WV 26385		
us		US			

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
1	Compact Excavator	1.00000	EA	\$44,900.00	\$44,900.00

Commodity Code Manufacturer		Model #	Specification		
22101524	WACKER NEWSON	E1911 EZ36-MX	THUMR OFTICE + RUCKET 12"		

Extended Description

Compact Excavator

SCHEDULE OF EVENTS

Line **Event Date** Technical Question Deadline at 9:00AM EDT 2019-10-29

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DNR200000018	Final	Compact Excavator - Watters Smith	of 3
		Memorial State Park	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

Exhibit A - Pricing Page West Virginia Division of Natural Resources Compact Excavator - Watters Smith Memorial State Park

Item	Description	Brand / Model	Quantity	Unit Price
1	Compact Excavator, Bobcat E32R or equal:	MACKER NEUSON E336-MX	1	s 44,900.00

Authorized Signature

Division of Natural Resources – Parks and Recreation Section Watters Smith Memorial State Park - Compact Excavator

SPECIFICATIONS

- 1. PURPOSE AND SCOPE: The West Virginia Division of Natural Resources is soliciting bids to establish a contract for the one-time purchase of Compact Excavator for Watters Smith Memorial State Park located in Harrison County, WV.
- **2. DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - **2.1 "Contract Item"** means compact excavator as more fully described by these specifications.
 - **2.2 "Pricing Page"** means the pages attached as Exhibit A, upon which Vendor should list its proposed price for the Contract Items.
 - **2.3 "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the West Virginia Division of Natural Resources.

3. GENERAL REQUIREMENTS:

- **3.1 Mandatory Contract Item Requirements:** Contract Item must meet or exceed the mandatory requirements listed below.
 - 3.1.1 Bobcat E32R (EA) Compact Excavator, OR EQUAL
 - **3.1.1.1** Excavator must have a Diesel Engine.
 - **3.1.1.2** Excavator must be minimum 23 horsepower.
 - **3.1.1.3** Excavator must have minimum of 7300 pounds operating weight.
 - **3.1.1.4** Excavator must have minimum 6000 pounds bucket digging force.
 - **3.1.1.5** Excavator must have minimum dozer blade width of 5 feet.
 - **3.1.1.6** Excavator must have minimum ground clearance of 11 inches.
 - **3.1.1.7** Excavator must have minimum overall width of 5 feet.
 - **3.1.1.8** Excavator must have minimum 12 foot digging reach.

Division of Natural Resources – Parks and Recreation Section Watters Smith Memorial State Park - Compact Excavator

- **3.1.1.9** Excavator must be minimum tail swing radius of 2 feet.
- **3.1.1.10** Excavator must have minimum digging depth of 9 feet.
- **3.1.1.11** Excavator must have minimum 8-gallon fuel tank.
- **3.1.1.12** Excavator must have minimum 16 gallons per minute auxiliary std flow.
- **3.1.1.13** Excavator must have maximum 17 feet overall length travel position.
- **3.1.1.14** Excavator must have maximum width 5-foot, two inches.
- **3.1.1.15** Excavator must have maximum of 9-foot, with operator cab equipped with A/C and heat.
- **3.1.1.16** Excavator must have minimum 12-inch bucket width.
- **3.1.1.17** Excavator must have standard clamp/thumb compatible with bucket and boom.

4. CONTRACT AWARD:

- **4.1 Contract Award:** The Contract is intended to provide the West Virginia Division of Natural Resources with a purchase price for the Contract Item. The Contract shall be awarded to the Vendor that provides the Contract Item meeting the required specifications for the lowest overall total cost as shown on the Pricing Page.
- **4.2 Pricing Page:** Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

Vendor should type or electronically enter the information into the Pricing Page to prevent errors in the evaluation.

5. PAYMENT:

5.1 Payment: Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

Division of Natural Resources – Parks and Recreation Section Watters Smith Memorial State Park - Compact Excavator

6. DELIVERY AND RETURN:

- 6.1 Shipment and Delivery: Vendor shall deliver the Contract Item within thirty (30) working days after receiving a purchase order. Contract Item must be delivered to Watters Smith Memorial State Park, ATTN Andy Bennett, at 831 RR3 Duck Creek Road, Lost Creek WV 26385.
- **6.2 Late Delivery:** The Agency placing the order under this Contract must be notified in writing if the shipment of the Contract Item will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the Contract, and/or obtaining the Contract Items from a third party.

Any Section seeking to obtain the Contract Items from a third party under this provision must first obtain approval of the West Virginia Division of Natural Resources' Chief Procurement Officer.

- **6.3 Delivery Payment/Risk of Loss:** Vendor shall deliver the Contract Item F.O.B. destination to the Agency's location.
- **6.4 Return of Unacceptable Items:** If the Agency deems the Contract Item to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.
- 6.5 Return Due to Agency Error: Items ordered in error by the Agency will be returned for credit within thirty (30) days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

7. VENDOR DEFAULT:

- 7.1 The following shall be considered a vendor default under this Contract.
 - **7.1.1** Failure to provide Contract Item in accordance with the requirements contained herein.

Division of Natural Resources – Parks and Recreation Section Watters Smith Memorial State Park - Compact Excavator

- 7.1.2 Failure to comply with other specifications and requirements contained herein.
- **7.1.3** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
- **7.1.4** Failure to remedy deficient performance upon request.
- 7.2 The following remedies shall be available to Agency upon default.
 - **7.2.1** Immediate cancellation of the Contract.
 - 7.2.2 Immediate cancellation of one or more release orders issued under this Contract.
 - 7.2.3 Any other remedies available in law or equity.

STATE OF WEST VIRGINIA Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (*W. Va. Code* §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

Purchasing Affidavit (Revised 01/19/2018)

State of West Virginia

My Comm. Expires Dec 22, 2020 530 Fairmont Avenue Fairmont WV 26554





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01.17	

Compact Equipment Consumer Warranty Policy









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PREFACE

This Warranty Policy (this "Policy") covers Compact Equipment products manufactured and/or sold by Wacker Neuson Corporation and its subsidiaries ("Wacker Neuson") in the United States and Canada. Light Equipment and Climate Control Products will have detailed policies separate from this Policy.

STANDARD WARRANTIES

Wacker Neuson warrants that all new Equipment will be free from defects in materials and workmanship, under normal use and service, for the coverage period(s) listed in the "STANDARD WARRANTIES COVERAGE PERIOD" table below (as applicable, the "Coverage Period"). The Coverage Period start date is the earlier of (A) the date of sale of the Equipment to the first end user or assignment of the Equipment into a rental, re-rent or demo fleet, or (B) twenty four (24) months after the date that Wacker Neuson delivers an invoice to the Distributor for the Equipment. Any Equipment placed into the Distributor Floor Plan program must remain in new condition. Engines and engine components (including the emissions system) are warranted solely through the engine manufacturers' authorized distribution network or associated authorized service centers, and any warranty repairs of engines must be performed by such engine manufacturer's authorized distributors or service centers.

Sale of Demo Equipment is not considered a sale of new Equipment for warranty purposes unless otherwise agreed by Wacker Neuson in writing. Should any Demo Equipment be purchased out of Wacker Neuson's or its Distributor's demo fleet during such Equipment's Coverage Period, such Equipment will be warranted for the full Coverage Period (in years) from the date that Equipment is sold out of such demo fleet, provided that, for such Equipment, the hours portion of the Coverage Period shall be deemed to have begun from placement into the demo fleet*. If, within the applicable warranty period, any Equipment shall be proved to Wacker Neuson's satisfaction to be in need of other than routine warranty service and/or preventative maintenance, such Equipment shall be repaired or replaced only as directed by Wacker Neuson.

WACKER NEUSON'S SOLE OBLIGATION FOR VALID WARRANTY CLAIMS SHALL BE LIMITED TO REPAIR OR REPLACEMENT OF THE EQUIPMENT BY WACKER NEUSON OR A WACKER NEUSON AUTHORIZED DISTRIBUTOR, AT WACKER NEUSON'S DISCRETION, WHICH SHALL BE THE END-USER'S EXCLUSIVE REMEDY HEREUNDER.

Wacker Neuson must receive electronically submitted warranty claims within the earlier of (A) thirty (30) days after repair is completed, or (B) sixty (60) days after the end of the applicable Coverage Period.

Only duly authorized personnel of Wacker Neuson can approve warranty claims or modify this Policy in writing in any manner.

THE ABOVE WARRANTIES AND REMEDIES ARE EXCLUSIVE and shall not be deemed to have failed of its or their essential purpose so long as Wacker Neuson or its authorized Distributor is willing and able to repair or replace the Equipment in question within a reasonable time after the end-user proves to Wacker Neuson that a valid warranty claim exists.

STANDARD WARRANTY COVERAGE PERIOD***

		<u>Coverage</u> <u>Period</u>	Year 1 (2,000 hr.)*	Year 2 (2,000 hr.)*	Year 3 (3,000 hr.)*	Year 4 (4,000 hr.)*	Year 5 (5,000 hr.)*
Ī	ype of Equipment						
Dumpers			Full Warranty**	Full Warranty**			
Telehandlers			Full Warranty**	Full Warranty**			
	Wheel Loaders – All Wheel Steer or Articulated			Full Warranty**			
Т	Excavators – racked or Wheeled		Full Warranty**	Full Warranty**	Powertrain & Hydraulics**	Powertrain & Hydraulics**	Powertrain & Hydraulics**
Skid Loaders –	Sold before Oct. 1, 2016 "Standard Warranty"		Full Warranty**	Full Warranty**			
Wheeled or Tracked	Sold on or after Oct. "3-4-5 Wa	,	Full Warranty**	Full Warranty**	Full Warranty**	Powertrain**	Electrical System**
Attachments – Accessories or oth	er			n the date of first i rchase from Wac	use or retail sale, no ker Neuson.	ot to exceed a to	al of 24 months
Replacement Parts		Machines under warranty – 6 months from date of sale to end user or remainder of applicable Coverage Period (whichever hereof is greater) Machines out of warranty – 6 months from date of sale to end user					
Batteries and Hydraulic Hoses			Year 1 (2,000 h inadequate mai	r.)* - Covered 10 ntenance. r.)* - Covered 50	nonths from date of 0%, excluding dam %, excluding dama	aged or sulfated	batteries due to

^{*} The Coverage Period ends upon the first to occur of the end of the applicable time period or upon meeting the hours threshold

WARRANTY DESCRIPTIONS

"Full Warranty": All parts and components excluding those detailed in the Warranty Limitations below (but excluding the engine). Engine warranty repairs must be performed by the associated engine manufacturer's authorized distribution network or service centers, as set forth above under "Standard Warranties".

 Note –Distributors may have the ability to obtain certain authorization status for certain engine types through approved training programs or OEM agreements within North America, contact Wacker Neuson for additional details.

"Powertrain": See "Appendix I" for a detailed list of components covered under the Powertrain Warranty.

"Hydraulics": See "Appendix I" for a detailed list of components covered under the Hydraulics Warranty.

<u>"Electrical System":</u> See "Appendix I" for a detailed list of components covered under the Electrical System Warranty.

Each of the above warranties are subject to the Warranty Limitations set forth below.

WARRANTY TRANSFERABILITY

If registered Equipment is sold to another party, remaining warranty coverage will automatically transfer to the receiving party as long as the machine was registered properly as set forth above under "Distributor's Warranty Responsibilities."

^{**} See Warranty Descriptions below for details

^{***} All warranties subject to the Warranty Limitations set forth below

WARRANTY LIMITATIONS

The above warranties do not apply to use of non-approved parts or the performance of repairs by anyone who is not an authorized Distributor of Wacker Neuson. All parts for warranty repairs must be purchased from Wacker Neuson unless advised otherwise by an authorized warranty representative of Wacker Neuson in writing. Use of non-approved parts, components or accessories may result in partial or complete voidance of above warranties, at Wacker Neuson's sole discretion. The above warranties will be voided if tamper proof seals on specific components are broken or removed.

The above warranties do not apply to failures in Equipment, replacement parts, components, attachments or batteries and hydraulic hoses resulting from:

- (a) Unauthorized or improper use, operation, maintenance (including failure to provide routine maintenance as set forth in the Operators Manual), alteration or modification, except as directed in writing by authorized Wacker Neuson personnel.
- (b) End-user's or any third party's negligence.
- (c) Use of improper fluids and/or oils.
- (d) Attachment connection and operation requiring output other than the range specified for the product.
- (e) Any natural disaster, act of nature or other external factors such as but not limited to flood, wind, fire or lightning.
- (f) Damage due to shipping, transport or handling.
- (g) Storage conditions and/or environmental damage in a corrosive atmosphere, or otherwise in contact with corrosive materials.
- (h) Operation of the Equipment with parts or components which do not match or meet the specifications recommended by Wacker Neuson.
- (i) Rear/side view mirrors, cab glazing (glass), light bulbs, fuses and hydraulic couplers and switches.
- (j) Accident, neglect, unreasonable use or operation of the Equipment.
- (k) Any other act, omission or circumstance beyond Wacker Neuson's reasonable control.
- (I) Resultant damage due to use of non-Wacker Neuson parts and components or use of non-approved third party accessories and add-ons.

The above warranties also do not apply to engines, engine components or motors (including the emissions system), which are warranted solely through the engine manufacturers' authorized distribution network or associated authorized service centers, and any warranty repairs of engines must be performed by such engine manufacturer's authorized distributors or service centers.

The above warranties also do not apply to accessories or maintenance items such as, but not limited to; filters, V-belts, lubricants, fluids, paints, tires, tracks, brake linings, light bulbs and attachment accessories or any other part deemed wear items by Wacker Neuson, all of which are sold "AS IS."

RIGHT TO MAKE CHANGES

Wacker Neuson reserves the right to change or update the design of any part of the Equipment at any time. Wacker Neuson has sole discretion of providing any change or update to any previously ordered, sold, or shipped Equipment.

DISCLAIMER OF OTHER WARRANTIES

THE ABOVE WARRANTIES AND REMEDIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES AND REMEDIES WHATSOEVER, EXPRESS OR IMPLIED, EACH OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED BY WACKER NEUSON, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, USAGE OF TRADE AND NONINFRINGEMENT.

The Extended Service Protection Plans, ESPP, are offered and administered solely by EPG Insurance Inc. in the U.S. and Protection Point Services in Canada. For questions or to submit a claim, parties can be contacted at 1-866-408-2881 (US) or 1-888-952-5511 (Canada), respectively.

DISCLAIMER OF OTHER LIABILITIES

Wacker Neuson's sole responsibility with respect to breach of the above warranties shall be as provided in the section titled "STANDARD WARRANTIES" above.

WACKER NEUSON SHALL NOT BE SUBJECT TO AND HEREBY DISCLAIMS (EVEN IF WACKER NEUSON HAS BEEN ADVISED OF THE POSSIBILITY OF THE SAME): (A) ANY OBLIGATIONS OR LIABILITIES ARISING FROM BREACH OF THE ABOVE WARRANTIES OTHER THAN THE EXCLUSIVE REMEDIES EXPRESSLY SET FORTH THEREIN; (B) ANY OBLIGATIONS OR LIABILITIES ARISING FROM TORT CLAIMS (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO EQUIPMENT SOLD BY WACKER NEUSON, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATING THERETO; AND (C) ANY AND ALL CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, PUNITIVE, CONTINGENT, SPECULATIVE AND SIMILAR DAMAGES.

Without limiting the generality of the foregoing, Wacker Neuson specifically disclaims any liability for penalties (including administrative penalties), lost profits or revenues, loss of use of equipment or associated material, cost of capital, facilities or services, downtime, shut-down or slowdown, spoilage of material, or any other type of economic loss.

ADDITIONAL TERMS AND CONDITIONS

ENGINE WARRANTY

See the engine manufacturer's documentation for warranty details. Engines used are warranted solely through their respective manufacturer and/or its authorized distributor network and service centers. If an engine vendor is not available or if the Distributor would like to pursue authorization status for specific engine brands, contact Wacker Neuson for advice.

PART AVAILABILITY

All parts for warranty repairs must be purchased from Wacker Neuson unless advised otherwise by an authorized warranty representative of Wacker Neuson in writing. If a Distributor does not have one or more of the parts required to complete the warranty repair, they will have to order them from Wacker Neuson through the normal established procedures. Parts used for a warranty repair not purchased from or authorized by Wacker Neuson may not be covered by the above warranties or eligible for reimbursement, and/or may result in partial or complete voidance of above warranties, at Wacker Neuson's sole discretion.

Wacker Neuson will not send parts to end-users for warranty repairs and will not reimburse extra shipping or minimum order charges for emergency part orders.

Once the repair is completed, the Distributor must submit the appropriate completed warranty claim on the www.wackerneuson.com website via the Distributor Login Portal. Reimbursement for warranty parts will be paid at the net price of the part.

UNSATISFACTORY WARRANTY REPAIR SERVICES

Service work performed under warranty which does not satisfactorily repair the Equipment due to poor workmanship or improper initial diagnosis and which requires subsequent repair will be the sole responsibility of the Distributor. Wacker Neuson will not reimburse for improper or repetitive repairs caused by misdiagnosis or failures in service work.

Any third-party repairs must first be approved by an authorized representative of Wacker Neuson. Wacker Neuson may not provide reimbursement for costs associated with the use of third party service providers or hiring of personnel necessary to perform the repair properly.

SPECIALIZED TOOLS OR EQUIPMENT

Wacker Neuson's Distributors are required to have on-hand, any manuals, specialized equipment and trained personnel necessary to perform repairs properly. Wacker Neuson will not provide reimbursement of any cost related to negligence or costs associated with the use of third party service providers or hiring of alternate personnel necessary to perform said repair properly. Any collateral damage occurring during the repair due to the incorrect or improper use of equipment or procedures will not be considered for warranty coverage or other reimbursement by Wacker Neuson.

EMISSIONS SYSTEM RELATED WARRANTY EXCLUSION

The emissions system is not covered by the above warranties. Warranty for components of the emissions system are part of the engine manufacturer's warranty, and are outlined in the engine manufacturer's applicable Owners & Operations manual and/or the Operators Manual for the Equipment. Refer to these documents for information on what is covered. If you are unable to locate the Operators Manual that came with the Equipment, one can be obtained from www.wackerneuson.com. The serial number of the Equipment will be required to obtain the correct manual. Unauthorized modifications or alterations of emission related components shall void all of the above warranties. Components covered under this section include up to the first scheduled maintenance, vary by manufacturer. Consult the manufacturer's specific information on coverage.

MAINTENANCE OF EMISSION SYSTEMS

Follow the maintenance schedule listed in the Engine Operator's Manual for the Equipment. This schedule is based on the Equipment being used for its intended purpose under normal conditions. If operated under sustained high loads, light or under loading, in high temperatures or extremely dusty environments, more frequent service may be required. Regeneration of or maintenance to the exhaust after-treatment systems in these cases is not covered under this or the engine manufacturer's warranty.

CONTACT INFORMATION

If you have any questions regarding your warranty rights and responsibilities please contact:

WACKER Neuson Corporation Product Support Department N92 W15000 Anthony Ave. Menomonee Falls, WI 53051

Fax - 1-888-596-6579 Phone - 1-800-770-0957

E-mail - technical.support@wackerneuson.com

APPENDIX I

POWERTRAIN WARRANTY COMPONENTS COVERED

ENGINE*

Accessory Gears

Camshaft

Camshaft Bearings

Camshaft Drive Gear

Connecting Rods & Bearings Crankshaft Bearings & Gear

Crankshaft Including Front and Rear Crankshaft Seals

Cylinder Heads/Cylinder Gaskets

Cylinder Liners Engine Block

Engine Oil Cooler

Engine Speed Controls, Linkages, and Cables

Flywheel, Ring Gear

Front and Rear Engine Covers and Seals

Front Damper
Oil Pan and Gasket

Oil Pump Pistons & Rings

Pressure/Temperature Sensors & Sending Units

Rocker Arm Assembly

Thermostats Timing Gears

Valve Cover and Gasket

Water Pumps

Engine Components Covered after Emissions Warranty

Charge Air Cooler

Electronic Engine Control Module

EGR System Manifold Injection Pump

Injectors

Intake and Exhaust Manifold and Gaskets

Turbocharger and Gasket

TRANSMISSIONS/AXLES/HYDROSTATICS

Axle Housing Axle Shaft

Clutch Discs (Wet Only) Clutch Plates (Wet Only) Counter Shaft Clutch Differential Housing

Differential Pinion Gear / Ring Gear

Drive Axle Hub

Drive Shaft with Universal Joints
Drive Shaft Support Bearing

Electronic Transmission Controller and Valve Enclosed Oil Immersed Chains and Sprockets

Final Drive Pinion

Final Drive Planetary Gears Front Wheel Drive Sensors Hydraulic Drive / Travel Motor

Hydraulic Drive Pump

Hydraulic Transmission Control Valve Hydrostatic/Hydraulic Pump Drives

Hydrostatic Motor

Hydrostatic Transmission Charge Pump

Hydrostatic Transmission Pump Internal Lubricated Clutch Housings Internal Transmission Control Linkage

Internal Wet Service Brakes

MFWD Axle/Differential Assembly including Driveshaft and U joint

Planetary Gear Carrier Splitter Drive/Drop Box

Swing Motor and Swing Gear Box

Turntable Bearing
Torque Converter
Torque Converter Pump

Transfer Drive Transmission Case

Transmission Gears, Bearings, & Shafts

Transmission Pump Travel Control Valve

Travel & Swing Sections (only) of Main Control Valve

APPENDIX I

HYDRAULIC WARRANTY COMPONENTS COVERED

Hydraulic Cylinders Hydraulic Rigid Piping Hydraulic Motors Hydraulic Oil Coolers Hydraulic Pumps Hydraulic Reservoir
Hydraulic Valves
Pilot Control
Pressure Reducing Valves
Unloading Valves

ELECTRICAL SYSTEM WARRANTY COMPONENTS COVERED

Horn
Instruments
Electric Motors
Solenoid Valves
Switches
Traction Control System
Wiring Harnesses
(Excluding Rubbing, Chafing, Loose or Corroded
Connections)

Gauges
Indictors
Electronic Joysticks / Remote Control Panel
Sensors
Telematics (factory installed only)
Voltage Regulator

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