

- **KIT WARRANTY**

HKX, INCORPORATED (“HKX”) warrants any new hydraulic kits sold (except electrical components) by HKX, will be free from defects in material and workmanship for a period of 18 months from the date of shipment to the buyer, but no longer than one (1) year from date of installation, if installed as per HKX installation manual. An HKX kit is defined as any product with a serial number that begins with the letter H (i.e., H12345). The HKX installation kit warranty does NOT cover unauthorized labor, incidental costs, or travel expenses.

- **PARTS AND SUB-KIT WARRANTY**

Parts supplied under a kit warranty are covered through the end of the kit warranty or 90 days from the date of shipment, whichever is longer. Parts sold with reference to an HKX serial number are covered for 90 days if installed as per the original installation manual. A valid HKX kit serial number is required at time of order. Parts sold without reference to an HKX kit serial number are NOT covered by a product warranty.

THIS WARRANTY DOES NOT APPLY TO:

Installation on carrier other than specified on the kit Installation Manual.

- **FREIGHT, LABOR, & MATERIAL REIMBURSEMENT**

- **HKX Kit Warranty**

- Pre-authorized labor reimbursement for troubleshooting, part removal and part replacement at the **explicit** written direction of HKX Support will be considered at HKX’s currently published rate per hour.
- Labor requests deemed excessive will be reimbursed at HKX internal flat rates for Replacement and Troubleshooting.
- Replacement parts are shipped via ground transportation at no cost to customer. User is responsible for expedited service via Pre-Pay & Add or via Freight Collect.

- **HKX Parts and Sub-Kit Warranty**

- Labor is NOT covered.
- Covered parts are shipped via ground transportation at no cost to customer. Customer retains option to pay for faster service via Pre-Pay & Add or ship via Freight Collect.

- **Explicit Exclusions:**

- **Excessive Time to Install HKX Product**
- **Travel Time**
- **Mileage Charges**
- **Incidentals and Miscellaneous such as:**
 - Fuel
 - Hydraulic Oil
 - Shop Supplies
 - Environmental or Disposal Fees
 - Unauthorized Subcontractor or 3rd Party Charges
 - Other Fees or Charges

- **Out of Box Failures, Kit Parts Missing or Kit Shipped Short Parts**

- Eligible for expedited freight service when required.

- **CERTAIN SPECIFIC ITEMS NOT COVERED BY THIS WARRANTY**

- Troubleshooting not directed explicitly in writing by a representative of HKX Support Team.
- All Electrical components
 - Wiring harnesses and plug assemblies
 - Joystick buttons and wiring
 - Switches
 - Fuses and Circuit Breakers
 - Controller Modules
 - Solenoids
- Seals – Hydraulic fluid leaks due to failed seals

• USER RESPONSIBILITIES

- In addition to the other responsibilities or terms and conditions set forth in this Warranty and in any other agreement between a dealer, installer or user and HKX, dealers, owners and users shall be responsible for the following:
 - Read, Understand and Comply with HKX's written INSTALLATION, OPERATION, SAFETY, PREPARATION, TESTING and SERVICE INSTRUCTIONS.
 - Using best trained and experienced service personnel to do all work.
 - Using adequate tools to perform the required work in a minimum amount of time
 - Use of only HKX manufactured/supplied parts for all repairs.
 - Performing all required inspections and all warranty and service repairs.
 - Installation of HKX kits on customer's designated prime mover, performing any modifications needed to attach hydraulic kits.
 - Adjusting pressure and flow settings on the machine to ensure normal operation of the specified attachment(s).
 - Post installation pressure testing (leak-down test) to ensure a leak free installation, tightening where necessary.
 - Adhering to and following all service bulletins from manufacturers; ordering and installing replacement parts as quickly as possible.
 - Following all policies and procedures set forth in the installation manual for the Covered Product, including performing preventative maintenance and upkeep on the Covered Product.

• EXCLUSION OF OTHER WARRANTIES

- The foregoing warranty is in lieu of any and all other warranties expressed or implied and constitutes the entire warranty.

• LIMITATION AND EXCLUSIONS

Violation of any federal, provincial, state or local laws, ordinances, rules or regulations, or removal or alteration of product serial numbers void HKX's written product warranties. **Application for warranty must be made within 60 days of failure.**

The written product warranties made by HKX set forth HKX's only obligations with respect to any claims of failure, defects or deficiencies in products sold by HKX.

HKX MAKES NO OTHER WARRANTIES OR REPRESENTATIONS WHATSOEVER, EXPRESS OR IMPLIED, OF THE QUALITY, PERFORMANCE, DURABILITY, MATERIALS, WORKMANSHIP, SUITABILITY, CONDITION, DESIGN OR UTILITY OF PRODUCTS SOLD BY HKX, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS, ALL SUCH OTHER WARRANTIES AND REPRESENTATIONS BEING HEREBY EXPRESSLY EXCLUDED. HKX SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, COSTS, LOSSES OR LIABILITIES ON ACCOUNT OF DELAY OR DOWNTIME.

• DISCLAIMER REGARDING OTHER REPRESENTATIONS OR WARRANTIES

No person is authorized to grant any other warranties or to assume any other liability on HKX's behalf unless made or assumed in writing by an officer of HKX. No person is authorized to grant any warranties or to assume any liabilities on the seller's behalf unless made or assumed in writing by the seller.

IMPORTANT: MODIFICATIONS, ALTERATIONS, CHANGES, IMPROPER USAGE AND/OR USE OF PARTS NOT SOLD OR AUTHORIZED BY HKX WILL VOID ANY AND ALL HKX WARRANTIES.

PRIOR WRITTEN AUTHORIZATION MUST BE OBTAINED FROM HKX FOR ANY OF THE ABOVE.

Please contact the HKX Support Team immediately upon learning of a potential warranty claim at:
1-800-493-5487 x4701 or 360-805-8600 x4701.

• LEGAL STATEMENT

Any disagreements must be submitted to an arbitration company agreed upon by the buyer and HKX, and a neutral arbitrator will resolve disputes in an informal private proceeding.