

# 2020 HYVA Cylinder

## Warranty Policy and Claim Procedure – USA and Canada

### *Warranty Policy*

#### Coverage Terms & Conditions:

- New HYVA Cylinders are warranted to be free of workmanship and material defects for a period of two years from the date of the original sale. This warranty includes labor and freight charges incurred as detailed below.
- The HYVA warranty does not apply to modification or non-authorized repair of the cylinder, improper installation, normal seal wear, seal wear caused by oil contamination, cylinder re-painting, and operator abuse defined as follows:
  - Side loading
  - Stage marking:
    - Caused by external or foreign materials introduced to the cylinder such as contaminated hydraulic oil, weld splatter, paint, debris, etc.
    - Cylinder has contacted the body or other structures
- Remanufactured cylinders purchased through HYVA fall under a 1 year warranty replacement, limited to parts-only:
  - HYVA Paid removal & replacement labor not allowed on remanufactured cylinders
  - HYVA paid inbound and outbound freight not allowed on remanufactured cylinders
- All end-user warranty claims must be submitted through the original selling distributor of the cylinder. All approved claims will be paid in the form of a credit on account.
- Warranty claims on cylinders that are up to two years old from date of original sale will be, at HYVA's discretion, repaired to new condition by an authorized HYVA repair facility or a new replacement cylinder will be sent out.
- Cylinders sent out as replacement fall under the original warranty of the claimed warranty cylinder. Hyva does not extend the original two year warranty from the date of the replacement cylinder installation.

- HYVA will pay labor costs incurred to remove and replace cylinders that fall within the defined warranty period. Hyva USA will pay a maximum of two hours of labor @ \$75 per hour for removal and two hours @ \$75 per hour for installation. Total labor charges will not exceed \$300.00 US dollars per claim.
- HYVA must have all supporting documentation in order to process and issue credit on labor claims, including a written description of the work performed and labor rate.
- Labor will not be considered when replacing the HYVA cylinder with a competitive cylinder.
- The HYVA warranty department will make pre-paid freight arrangements for the return of all claimed warranty product and outbound pre-paid freight of the replacement cylinder:
  - Return freight charges on denied cylinder warranty claims are the responsibility of the customer.
  - HYVA paid inbound and outbound freight does not apply to remanufactured cylinders

Non Coverage Exclusions:

- HYVA will not be liable for consequential or progressive damages or contingent liabilities, including, but not limited to, loss of life, personal injury, loss of business or personal income, downtime costs, travel costs, replacement lubricant, or other commercial losses arising out of the claimed failure of a HYVA cylinder covered by the defined warranty.

Non Warrantable Occurrences:

- If the cylinder is found to be damaged from another source from a production error, or manufacturing malfunction; the customer may be held responsible for the following costs.
  - Removal and installation of replacement cylinder.
  - Shipping charges
  - Inspection fees

## *Warranty Claim Procedure:*

### Claim Submission Procedure:

- Submit a completed HYVA Claim Form.
  - Must reflect the customer claim number.
- Attach a completed HYVA Cylinder Inspection Form
- Warranty claims will not be processed without the required information:
  - Claim Form
  - Cylinder Inspection Form
  - Claimed cylinder serial number
  - In-Service date of the unit in question
  - Invoice documenting the original sale of the cylinder.
  - Digital pictures via e-mail if a HYVA Authorized Repair Center or HYVA Field Sales & Service personnel are unable to physically inspect the claimed cylinder

### **All new claims must be sent to:**

Shane Joyce, After Sales: s.joyce@hyva.com

*HYVA's goal is to process all claims within thirty (30) days of submission. Missing or incomplete information will delay the claim decision and approval process.*