

# Walinga Inc. Aftermarket Parts and Service Warranty Terms

*Walinga Inc. is committed to providing a quality product that will meet or exceed your expectations for many years to come. Our warranty terms and our warranty claim process has been designed to ensure that each warranty claim will be resolved in an orderly, fair and timely manner.*

## **The Warranty**

*Walinga Inc. ("Walinga") warrants that all new engineered transportation products sold by Walinga Inc. will be free from defects in material and workmanship (the "Walinga Warranty").*

## **Warranty Period**

The warranty period for Walinga parts shall expire six (6) months after the date of sale to the original customer; with the exception of parts purchased from a Walinga authorized Dealer. In these situations, the warranty period shall expire six (6) months after the date of sale recorded on the dealers Sales Order to their customer.

Parts which are purchased from Walinga and installed at a Walinga service facility, a Walinga authorized dealer or a Walinga authorized service facility will qualify for a six (6) month warranty extension; bringing the total warranty period for these items to one (1) year from the date of their installation.

## **Limitations of and exclusions from the Walinga Warranty**

- The Walinga Warranty applies to material and workmanship only.
- With respect to any component parts that are supplied or manufactured by others, the warranty coverage on such component parts will be strictly limited to the warranties of the manufacturers of such component parts.
- The Walinga Warranty shall only be for the benefit of the original purchaser of the aftermarket parts and service.
- A Walinga Warranty may be transferable by the original purchaser to a third party for the balance of the warranty period then remaining, provided that Walinga consents in writing to such transfer of warranty.
- The Walinga Warranty is conditional upon proper storage, installation, use, maintenance, operation and compliance with any applicable recommendations of Walinga.

## **Warranty Claim Procedure**

Should you encounter any difficulties with your unit within its warranty period, please contact your local Walinga dealer or sales representative, your local Walinga Service department or Walinga's Warranty Department to submit a warranty claim application.

To speak with a Walinga Warranty Coordinator, contact:

- Canada                    1-800-WALINGA (ext 258)  
International            +1-519-824-8520 (ext 258)  
                                      Email – [warranty.canada@walinga.com](mailto:warranty.canada@walinga.com)
- USA                        1-800-466-1197 (ext 8)  
                                      Email – [warranty.usa@walinga.com](mailto:warranty.usa@walinga.com)
- Australia                07-4634-7344  
                                      Email – [mail@customvac.com.au](mailto:mail@customvac.com.au)

## **Required Warranty Claim information**

The following information must be provided to Walinga in order for us to properly process and consider your warranty application:

- Customer name and contact information (email if available).
- The original Sales Order number and Vehicle Identification Number (if applicable).
- Date of claimed failure.
- Details, description and photos (upon request) of the claimed failure and the corrective repairs attempted.

## **Warranty Conditions**

- **Parts Warranty term begins on the date of purchase by the original purchaser; with the exception of items purchased from a Walinga authorized Dealer, in which case the warranty period will begin on the purchase date recorded on the dealers Sales Order to their customer.**
- The buyer is responsible for promptly notifying Walinga of any defects to the parts or workmanship. The buyer is also responsible for making the parts or equipment available to Walinga or its authorized repair facility for evaluation and repair.
- Prior to making any repairs or parts replacements, a warranty application and any estimated associated costs must be approved with the issuance of a claim number by an authorized Walinga representative. Undertaking any work or part replacement prior to receiving warranty authorization may result in a partial or complete loss of warranty coverage.
- Walinga is not responsible for cost of labor associated with part removal or installation performed by customer or service providers other than Authorized Dealers and Service Centers or the costs of parts and labor associated with the repair or replacement of parts resulting from the use of non-Walinga approved parts and/or parts that do not meet Walinga specifications.
- At Walinga's request, parts in question must be returned to the nearest Walinga service facility for evaluation. In such situations a Returned Goods Authorization Number (RGA) will be provided to the customer. The returning shipment must be clearly labeled with the assigned RGA number and include a copy of the RGA form. Unless otherwise arranged, these parts are to be returned to Walinga within 30 days to ensure timely processing of your warranty claim. Failure to return such parts may result in partial or complete loss of warranty coverage.
- Replacement parts provided under warranty are covered for the remainder of the original purchased parts or service warranty period.
- Walinga reserves the right to use new, remanufactured or refurbished components when performing warranty repairs and replacements.
- Walinga is entitled to a reasonable amount of time and a reasonable number of attempts to assess the claim, diagnose the problem, and

- perform any necessary repairs.
- The warranty offered on used or refurbished parts is limited to that specified on the Sales Order. Where a warranty period has not been stipulated on the purchase contract, such equipment is considered by Walinga to be sold "as is, where is".

**Without limitation, Walinga reserves the right to reject a warranty claim or for any one or more of the following reasons:**

- The warranty claim information provided is insufficient.
- The product evaluation does not substantiate the claim.
- The unit has been operated above and beyond its capacity or not maintained or serviced properly, resulting in damages incurred to major components.
- It is apparent that the operator's manuals have not been followed

**Without limitation, Walinga's Warranty does not cover:**

- Damage or deterioration due to lack of reasonable care or maintenance.
- Damage caused or affected by unapproved modifications to the equipment.
- Damage caused by negligence or misuse of the equipment.
- Damage caused by using the equipment or components for purposes for which it was not designed or intended.

Walinga's liability under this warranty, whether in contract or tort, is limited to the repair, replacement or adjustment of defective materials and workmanship. In no event will Walinga be responsible for any direct, indirect, loss of time, incidental or consequential expenses including, but not limited to, equipment rental expenses, towing, downtime, inconvenience, or any losses resulting from the inability to use the equipment. Further, Walinga shall not be liable for any damages or inconvenience caused by any delay in the supply or delivery of any equipment or component parts thereof.

The selling Dealer/Sales Person makes no warranty of its own and has no authority to make any representation or promise on behalf of Walinga, or to modify the terms or limitations of the Walinga Warranty in any way.

Punitive, exemplary or multiple damages may not be recovered unless applicable law prohibits their disclaimer.

Warranty related claims may not be brought forward as a class representative, a private attorney general, a member of a class of claimants or in any other representative capacity.

The Walinga Warranty and all questions regarding its enforceability and interpretation are governed by the law of the country, state or province in which you purchased your Walinga equipment. The laws of some jurisdictions limit or do not allow the disclaimer of consequential damages. If the laws of such a jurisdiction apply to any claim against Walinga, the limitations and disclaimers contained here shall be to the greatest extent permitted by law.