

Walinga Inc.
Engineered Transportation Equipment (ETE) - Hopper
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 the Walinga Warranty shall expire one (1) year after the date of delivery to the original customer.

The standard Walinga warranty period for hydraulic components shall expire one (1) year after the date of delivery to the original customer. This warranty period may be extended to expire three (3) years after the date of delivery to the original customer for certain hydraulic components which are installed on equipment that conforms to specific system and maintenance requirements – see the Warranty Conditions section of this document for details.

The Walinga warranty period for structural integrity of the equipment shall expire five (5) years after the date of delivery to the original customer.

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 transportation equipment.
- 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 / International 1-800-WALINGA (ext 325)
 1-519-824-8520 (ext 325)
 Email – warranty.canada@walinga.com
- USA 1-519-824-8520 (ext 325)
 Email – warranty.usa@walinga.com
- Australia 07-4634-7344
 Email – 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 equipment serial number and/or Vehicle Identification Number (if applicable).
- Date of claimed failure.
- Equipment mileage at the time of claimed failure.
- Details, description and photos (upon request) of the claimed failure and the corrective repairs attempted.

Warranty Conditions

- **Equipment must be registered within 30 days of being received by the buyer. It will be within the sole and unfettered discretion of Walinga as to whether it will honour its warranty on non-registered equipment.**

- The buyer is responsible for promptly notifying Walinga of any defects to the equipment. The buyer is also responsible for making the 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 prior to receiving warranty authorization may result in a partial or complete loss of warranty coverage.
- At Walinga's discretion, warranty repairs may be authorized to be completed at a repair facility convenient to the buyer. In such situations the estimated labour time must be approved by Walinga prior to undertaking any work. Labour hours will be reimbursed at the facilities posted hourly labour rate.
- 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 (RGA) number will be provided to the buyer. 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 equipment 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.
- Requirements for the three (3) year warranty offering on hydraulic components
 - The three (3) year warranty offering on hydraulic components is strictly limited to defects in a hydraulic system which meets the following criteria:
 - The hydraulic system is powered exclusively by a Walinga supplied hydraulic wet line kit which has been deemed appropriate by Walinga to meet the specific system requirements.
 - Include a Walinga installed Full Auto-Unload HMI package.
 - Exclusive use of Petro-Canada Hydrex XV All-Season hydraulic oil, Mobil Univis Ultra hydraulic oil, or an equivalent all season hydraulic oil (must be approved by Walinga in writing)
 - For oil approvals please send requests to warranty.canada@walinga.com or warranty.usa@walinga.com.
 - All replacement components and maintenance consumables are supplied by Walinga.
 - The customer can provide recorded evidence that equipment maintenance is performed in accordance with Walinga's prescribed maintenance requirements as they are outlined in the equipment Operator's Manual.
 - Components eligible for the extended three (3) year warranty on hydraulic components:
 - Motors, pumps, valves, heat exchangers and reservoirs.
 - 3-year warranty when pairing with older units
 - If a new unit is paired with an older unit and both meet the specific system and maintenance requirements for the extended hydraulic component warranty, each will receive a 3-year warranty starting from its respective delivery date to the original customer.
 - Note: The older unit must be confirmed to meet the Walinga Standard, which includes a flow test on the existing wet kit and confirmation that the trailer hydraulics are up to par.
 - Examples:
 - When a Walinga HMI trailer is paired with a one-year-old Walinga-supplied tractor package that meets the warranty criteria, the trailer qualifies for a three-year warranty while the truck receives the remaining two years of warranty coverage.
 - If a two-year-old HMI trailer is connected to a new truck, it will receive its final year of warranty, while the truck will get the full three-year coverage for the tractor package.
 - If a customer pairs a new trailer with a truck that is more than 3 years old, and it otherwise meets the warranty conditions, the trailer will be covered under the three-year warranty, but the truck will not be covered.
 - For Walinga-supplied tractor packages that are not installed by Walinga or an authorized service provider, the warranty will not be increased, but the trailer will receive the 3-year warranty if all above-mentioned criteria are met.
- The five (5) year warranty on structural integrity applies specifically to structural defects in the following components:
 - The tank structure - including the base, dividers, side sheets, roof and lid(s).
 - The discharge system structure(Steel discharge only) - including the trough tunnel, the vertical, the boom and the discharge rotation system; but not including internal wear to the augers and/or the auger housing resulting from normal, everyday use or as a result of a lack of maintenance and grease.
 - All structural components intended to support the rotation and discharge system.

- The bogie frame structure - excluding the suspension system; which is limited to the manufacturer's warranty offering.
- The warranty offered on used or refurbished equipment is limited to that specified on the purchase contract. Where a warranty period has not been stipulated on the purchase contract, and where such equipment is “used”, then such equipment is considered by Walinga to be sold “as is, where is” without the Walinga Warranty.

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
- The equipment is not registered

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 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.