

## DEMAREC General Warranty Terms

### Type of Warranty:

DEMAREC product is warranted to be free from defects regarding materials and workmanship for the period of twenty-four (24) months from date of commissioning but not longer than thirty (30) months from the date of purchase by the Contracting Partner and not more than 4000 working hours. Parts that have been repaired or replaced by DEMAREC or its Contracting Partner pursuant to the above are warranted under normal and proper use, storage, service and maintenance against defects in workmanship and material for a period of three (3) months from the date of repair or adjustment or the expiration of the product warranty, whichever is longer.

DEMAREC original spare parts are warranted to be free from defects regarding materials and workmanship for the period of three (3) months from date of purchase.

Only the use of original DEMAREC spare parts will be reimbursed in a claim.

DEMAREC factory's refurbished product is warranted to be free from defects regarding materials and workmanship for the period of six (6) months from date of purchase.

Occasionally applications may be outside the product's design scope. DEMAREC expressly declares that, if in doubt, these applications must be approved by DEMAREC's Contracting Partner prior to commissioning the product.

If the cost of repair exceeds €2500, written permission from DEMAREC is required prior to the repair, otherwise the claim may be rejected.

### Exclusions:

The warranties do not apply to expendable components. Nor will DEMAREC or its Contracting Partner have any obligation to make repairs or replacements which are required by normal wear and tear, or which result, in whole or in part, from catastrophe, fault or negligence, or from improper installation, storage, operation, service or repair of the products, or use of the products in a manner for which they were not designed, or by causes external damage to the products.

In addition to the above, the warranty does not include:

1. All eventual bridge costs, including transportation
2. Any consequential damage
3. Damage caused by transport
4. Hydraulic components such as rotary/oil motors, swivel or a hydraulic cylinder that has been opened by the dealer or end-user. These components may only be opened by DEMAREC or their authorized parties.
5. Loss of income due to downtime
6. Damage due to misuse or abuse, negligence, accidents, alterations, lack of routine maintenance or normal wear

- 
7. Damage caused by using non-original spare parts
  8. At the time when modifications are independently made to the equipment, without prior the written consent of Demarec, no warranty claim can be made
  9. Any parts that are found missing after the initial in-service date are not covered under warranty
  10. The tightening of loose fittings or hoses is to be considered a maintenance issue, therefore any hydraulic leaks due to a loose fitting are not covered under warranty
  11. Seals are also considered as a maintenance issue and therefore hydraulic leakages due to broken or damaged seals after 6 months of use are not covered under warranty (i.e. rod seal, swivel seal, seals in cartridges)
  12. All the costs for required tooling when the dealer or its contracting partner does not have the proper tools to repair the DEMAREC tool
  13. Used or spilled oil, grease, cleaner
  14. The warranty ends the moment a third party has worked on the machine

## Warranty Procedures:

If a product allegedly is defective in material or workmanship within the warranty scope, the purchaser must promptly contact DEMAREC or a Contracting Partner to determine whether the purchaser should either (a) send the product to a service location or (b) make the product available at the purchaser's location (or another location) for examination by DEMAREC or its Contracting Partner. The cost and risk of transporting the allegedly defective Product to DEMAREC or its Contracting Partner will be borne by the purchaser, and the cost of transporting the corrected Product back to the purchaser will be borne by DEMAREC or the Contracting Partner, FCA the location from which DEMAREC or its Contracting Partner sends back the corrected Product to the purchaser. (If the allegedly defective Product that purchaser sends to DEMAREC or a Contracting Partner is not defective, the purchaser will also bear the cost of the transport of the product back to the purchaser.)

If examination by DEMAREC or its Contracting Partner results in a determination that the Product is defective in workmanship or material, subject to the warranty scope and limitations, the Product will be repaired or replaced (or credited) at no charge. If the Product upon such examination is found to not be defective in workmanship or material (for example, if the Product is not functioning properly due to abnormal use, improper service, or alteration, modification or parts usage), then such repair or replacement, if any, will be performed by DEMAREC or a Contracting Partner at normal servicing charges to the purchaser plus shipping costs.

Every warranty claim by Contracting Partner's customers, based upon alleged nonconforming Products, regardless of the manufacturer of those Products, and all information relating thereto which is communicated to Contracting Partner will be communicated in writing to DEMAREC. The Contracting Partner also will promptly ascertain and communicate to DEMAREC the pertinent facts, including a full description of the Products, a copy of DEMAREC's sales invoice or serial number, the nature of the alleged defect, the circumstances under which the defect was discovered and, if applicable, any misuse or neglect or inappropriate installation, maintenance, or storage in connection with the Products. The Contracting Partner will not for the account of DEMAREC do any repair



**General Warranty Terms**  
Effective Date: January 1<sup>st</sup>, 2026

work nor replace Products nor grant refunds to customers except upon and pursuant to terms of specific written instructions from a duly representative of DEMAREC.

The Contracting Partner promises to perform all warranty repairs that are authorized and approved by DEMAREC and the Contracting Partner will be reimbursed in the following manner:

- a) DEMAREC, at its discretion, will either supply replacement parts free of charge or credit Contracting Partner's account at current prices for parts supplied from Contracting Partner's inventory. All replaced parts must be held by Contracting Partner for at least ninety (90) days following the filing date of Contracting Partner's warranty claim pending instructions from DEMAREC as to disposition of the parts.
- b) Labor expenses incurred by Contracting Partner in connection with warranty repairs are reimbursed at €75.00 per working hour, €75.00 per hour driving time and €1.25 per kilometer driven to maximum of 500 km one way. The maximum reimbursed travel hours are 6.5 hours one way. No other expenses of travel will be reimbursed unless agreed to in advance by DEMAREC in writing. DEMAREC reserves the right to refuse the number of hours or miles claimed if they appear to be unreasonable.
- c) DEMAREC will assume all costs to ship replacement parts from its locations to the Contracting Partner. This may include freight and customs duty.
- d) In order for Contracting Partner to be eligible for reimbursement (for applicable labor, parts, mileage) in accordance with the foregoing, the following must be true: (i) the repair or replacement work is covered by warranty; (ii) Contracting Partner is able to document, at DEMAREC's request, completion of recommended or required maintenance for the Product at prescribed intervals using correct parts; and (iii) the warranted repair or replacement work is performed by an Contracting Partner.
- e) All warranty claims must be received within thirty (30) days of repair or replacement including the required information:
  - i. DEMAREC model number
  - ii. DEMAREC serial number
  - iii. Detailed description of problem, including date of failure
  - iv. Itemized bill of repair with breakdown of numbers of hours to perform warranty work and labor charges as listed above
  - v. Part(-s) used for repair with DEMAREC P/N
  - vi. RMA (Return Merchandise Authorization) number of applicable (claim number)
  - vii. Contact person DEMAREC
- f) DEMAREC will invoice any part or new product supplied. A credit note will be issued after assessment of the returned material warranty is granted.



---

## Ordering and Returning Spare Parts, Repairs:

### Ordering Spare parts:

To guarantee quick delivery, please be sure to include the following when placing orders:

1. DEMAREC model and serial number
2. Designation and number of the parts in accordance with the spare parts list
3. Designation and number marked on the individual component (if applicable)

### Return of spare parts:

1. To receive credit on returned parts, the original purchase date must be within 6 months.
2. Parts must be received in new condition. Any part received not in new condition will be subject to inspection and possible refusal if part cannot be brought back to new condition. The cost of rework will be deducted from the credit amount.
3. All parts being returned must have a RMA number, copy of original invoice, and a detailed packing list of returned parts. All returned parts are subject to a 15% restocking charge.
4. RMA numbers will be issued by parts department and are valid for 30 days. All returned RMA parts must be returned to DEMAREC by prepaid freight.

CORRECTION OF NON-CONFORMITIES, IN THE MANNER AND FOR THE PERIOD OF TIME PROVIDED HEREIN, WILL BE THE PURCHASER'S SOLE AND EXCLUSIVE REMEDY AND WILL CONSTITUTE FULFILLMENT OF ALL LIABILITIES FOR SUCH NON-CONFORMITIES, WHETHER BASED ON CONTRACT, WARRANTY, NEGLIGENCE, INDEMNITY, STRICT LIABILITY OR OTHERWISE WITH RESPECT TO OR ARISING OUT OF SUCH PRODUCT.

THE ABOVE WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF ANY KIND, WRITTEN, ORAL OR IMPLIED, AND ALL OTHER WARRANTIES INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE ARE HEREBY DISCLAIMED.