

# DITCH WITCH NEW MACHINE WARRANTY

## DITCH WITCH® EQUIPMENT AND REPLACEMENT PARTS LIMITED WARRANTY POLICY

Subject to the limitations and exclusions herein, free replacement parts will be provided at any authorised Dealership for any Ditch Witch equipment or parts manufactured by CMW ("The Charles Machine Works Inc") that fail due to a defect in material or workmanship within one (1) year of first commercial use. Free labour will be provided at any authorised Dealership for installation of parts under this warranty during the first year following "initial commercial" use of serial numbered Ditch Witch equipment on which it is installed. It is required that all new equipment be registered on the Dealers' electronic communication portal the same day of the first "commercial use" transaction(s), including sale, rental, lease, and lease purchase. The customer is responsible for transporting its equipment to an authorized dealership for all warranty work.

## WARRANTY COVERAGE

Technical warranties cover defects caused by faulty design, material and workmanship. Warranty is only valid if:

- The machine is used for the purpose for which it was designed.
- Ensure that the Machine is only operated by authorized and suitably trained operatives;
- The machine is serviced and maintained as described in the DitchWitch Instruction manual.
- Genuine parts, fluids and lubricants are used.
- If a fault occurs the machine must be stopped and DitchWitch CEA or a DitchWitch Certified Dealer must be informed immediately. Failure to do so may lead to further component failures and if so, warranty may not be accepted.
- Ensure that a working hour meter is fitted to the machine;

## EXCLUSION FROM PRODUCT WARRANTY

Technical warranties cover defects caused by faulty design, material and workmanship. Exclusions from Product warranty are:

- All incidental or consequential damages.
- All defects, damages, or injuries caused by misuse including, but not limited to, rollover, abuse, improper installation, alteration, neglect, or uses other than those for which products were intended.
- All defects, damages, or injuries caused by improper training, operation, or servicing of products in a manner inconsistent with manufacturer's recommendations.
- Wear parts are, by their nature, subject to deterioration during their life and as such are excluded from the scope of this warranty. Warranty claims will only be considered for wear parts when a material defect exists.

## ADDITIONAL INFORMATION ON IN-FIELD SERVICE COMPENSATION

Customers are required to transport their equipment to an authorized Dealership for warranty work.

If in-field service is advisable and has been approved for HDD systems, vacuum excavation equipment, fluid management systems, or any traditional equipment above 50HP (including the RT45), the customer is required to pay travel labour at standard rate, after 650 kilometres has been reached the customer is also required to pay kilometres for the remainder of the trip at the standard rate. All other models (below 50HP) are "back to base" warranty only.

## ADDITIONAL INFORMATION FOR DIGGING CHAIN

The policy makes no provisions for warranty due to premature chain wear, nor is it intended to establish any normal expected wear rate. Consideration for digging chain warranty is based on failure of individual components, not overall chain wear.

To be considered for warranty, a digging chain must meet the following requirements:

- The tooth pattern must be set according to CMW, standards.
- The chain must have been used with Ditch Witch teeth or approved bits. Warranty will not be considered if Ditch Witch parts are not used in the digging attachment. This includes sprockets, adapter, boom, etc
- Heavy duty (weld-on) alligator chains must be used on booms with lower wear bars.
- Anti-backflex chain may be run on lower wear bar or standard booms.
- Sidebar spacers must be used when applicable.
- In order for chain to qualify for warranty consideration, it must be used on machines within the following horsepower guidelines:
  - o 7 to 20hp–33,000 or 35,000 lb. chain
  - o 20 to 45hp–50,000 lb. chain
  - o 45 to 67hp–70,000 lb. chain
  - o 67 to 85hp–110,000 lb. chain
  - o 85 to 120hp–150,000 lb. chain
  - o 120 to 185hp–225,000 lb. chain

Note: Horsepower (hp) refers to factory installed, full load rating.

Chain component failure does not mean the total chain assembly is eligible for warranty. Before warranty can be considered, each chain must produce four identical failures: four cracked sidebars, four cracked roller links (roller, bushing, or link bar), or four pin or pin head failures. Before the fourth failure, the chain parts will be covered under the normal warranty. After the normal warranty period, and before the fourth failure, parts will not be considered for warranty.

Credit will be issued for a defective chain once returned. The chain will become the property of CMW. Warranty for defective chain will be pro-rated on roller wear. (See Digging Chain Warranty Prorating Chart below.) Chain warranty is for “bare” chain only. Teeth, adapters, and hardware are not included (but may be considered for warranty separately). Labour compensation to remove and install chain and chain components is included when chain is determined to be defective under the guidelines of this policy. Mileage compensation will apply on units 50hp (including RT45) and larger when chain is determined to be defective under the guidelines of this policy.

**NO WARRANTY WILL APPLY WHEN A NEW CHAIN IS INSTALLED ON WORN/ USED SPROCKETS.**

### DIGGING CHAIN WARRANTY PRORATING CHART\*

Applicable to chains in production

New Chain Roller O.D.	Size (inches)	O.D. for 100% Replacement	O.D. for 75% Replacement	O.D. for 50% Replacement	O.D. for 25% Replacement
*33,000#	.875	.875-.850	.849-.810	.809-.750	.749-.687
35,000#	.970	.970-.945	.944-.905	.905-.850	.849-.787
50,000#	1.125	1.125-1.094	1.093-1.047	1.046-.969	.968-.891
70,000#	1.625	1.625-1.575	1.575-1.500	1.499-1.375	1.375-1.250
70,000# Pre.	1.750	1.750-1.687	1.686-1.594	1.593-1.438	1.437-1.282
110,000#	1.625	1.625-1.575	1.574-1.500	1.499-1.375	1.374-1.250
110,000# Pre.	1.750	1.750-1.687	1.686-1.594	1.593-1.438	1.437-1.282
150,000#	2.250	2.250-2.157	2.156-2.016	2.015-1.782	1.781-1.548
225,000#	2.380	2.380-2.280	2.279-2.121	2.120-1.880	1.879-1.670

Pre.—means premium chain.

#### WARRANTY APPLICATION

- In the event of a fault occurring during the warranty period, contact your nearest Ditch Witch CEA branch, giving an accurate explanation of the fault, the machine hours, the machine model designation, and its Serial Number.
- Depending on operating conditions and the owner’s operating method, additional wear and tear of components may take place and the rectification of any faults generated in this way is considered to be the owner’s responsibility.

#### SAFETY

Under the Workplace Health and Safety Act and Regulations and gazetted Codes of Practice, there is a requirement for the plant owner, employer and operator to exercise a duty of care in the supply and safe operation of plant. Whether a plant owner, employer or operator you should familiarise yourself with the requirements of the Workplace Health and Safety Act, its Regulations and Codes of Practice. Accordingly, before this item is used at any workplace, it should be in a fully operational, safe and serviceable condition.