

AGENDA PLACEMENT FORM

(Submission Deadline – Monday, 5:00 PM before Regular Court Meetings)

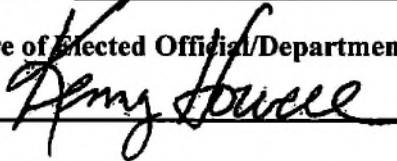
Date: 10/17/24

Meeting Date: 10/28/24

Submitted By: Kenny Howell

Department: Road and Bridge Precinct 2

Signature of Elected Official/Department Head:



Court Decision: <small>This section to be completed by County Judge's Office</small>
 10-28-2024

Description:

Consideration and Approve Purchase of Heavy Eq. Hamm HD 14i VV for
\$83,800.00 and Accompanying Triple L 1012 Hydraulic Drop Trailer for
\$24,950.00- both on BuyBoard Contract Precinct 2 Road and Bridge

(May attach additional sheets if necessary)

Person to Present: Kenny Howell

(Presenter must be present for the item unless the item is on the Consent Agenda)

Supporting Documentation: (check one) PUBLIC CONFIDENTIAL

(PUBLIC documentation may be made available to the public prior to the Meeting)

Estimated Length of Presentation: 10 minutes

Session Requested: (check one)

Action Item Consent Workshop Executive Other _____

Check All Departments That Have Been Notified:

County Attorney IT Purchasing Auditor
 Personnel Public Works Facilities Management

Other Department/Official (list) _____

**Please List All External Persons Who Need a Copy of Signed Documents
In Your Submission Email**

Roxann Rudzavice

From: Chris Gylling <CGylling@Kirby-Smith.com>
Sent: Wednesday, September 11, 2024 7:41 AM
To: Precinct #2
Subject: Hamm HD14iVV Double drum roller quote
Attachments: PROPOSAL HD14iVV.pdf; HD14iVV Spec Sheet.pdf

Some people who received this message don't often get email from cgylling@kirby-smith.com. Learn why this is important
CAUTION: This email originated from outside of the Johnson County email system.
Use care when opening links or attachments. Report suspicious emails.

Good morning,

Please see the attached quote for the larger Hamm roller. Please let me know if you need anything else or have any questions.

Chris Gylling
Governmental Sales – Dallas
Kirby-Smith Machinery, Inc
m: 214-918-6849
e. cgylling@kirby-smith.com
w: www.kirby-smith.com

New Steel Wheel Roller and its trailer to be purchased
to replace our current equipment U-7 and U-8



9/11/2024
Quote #: cgylling-2015

JOHNSON COUNTY #2
3425 Cr 920
Crowley, TX 76036

We are pleased to quote the following for your consideration:
HAMM HD14IVV 2024 model w/ 2 hours, Unit # HA24077, S/N H285.1967.

The following Factory and Dealer Options are included in the package:

- HAMM HD14IVV 2024, 54" DOUBLE SMOOTH
- HD 14I VV Tandem roller with
- two vibrating roller drums
- Country of operation United States
- Standard painting (RAL 2004 + RAL 7015)
- Version with CE conformity
- Warning labels according to ANSI
- Plastic scraper, folding
- ROPS, folding
- Armrest
- Driver's seat in black imitation leather
- Lighting package for driving on public roads
- Hydraulic oil
- Service record book DE/EN
- Technical documentation North America
- Back-up alarm

Sales Price: \$83,800.00

To be purchased through BuyBoard. Contract # 685-22

Contract price is \$88,815.00; less contract discount of 17% (-\$15,098.55)

Plus, Freight and options of \$10,083.55

New net selling price is \$83,800.00

We believe the equipment as quoted will exceed your expectations. On behalf of Kirby-Smith Machinery, Inc., thank you for the opportunity to quote you this package.

Sincerely,

Chris Gylling

Chris Gylling
Governmental Sales Rep
Kirby-Smith Machinery, Inc.
Phone: 214-371-7777
Cell: 214-918-6849
Email: cgylling@kirby-smith.com

www.kirby-smith.com | 888-861-0219

Oklahoma City * Tulsa * McAlester * Dallas * Fort Worth * Abilene * Amarillo * Lubbock

Technical data

HD 14i VV



Tandem rollers Series HD CompactLine

H285

Tandem roller with two vibrating roller drums

HIGHLIGHTS

- > Excellent view of drum edge, machine and construction site environment
- > Ergonomic driver platform
- > Simple transport, simple loading
- > Simple, intuitive and language-neutral control
- > Compact dimensions

TECHNICAL DATA HD 14i VV (H285)

Weights

Operating weight with cab	kg lbs	4685 10,330
Operating weight with ROPS	kg lbs	4435 9,779
Empty weight without cab, without ROPS	kg lbs	4115 9,074
Maximum operating weight	kg lbs	5630 12,414
Axle load, front/rear	kg lbs	2,255/2,180 4,972/4,807
Static linear load, front/rear	kg/cm lbs/in	16,3/15,8 91,3/88,5
French classification, value/class		10,6/VT0

Machine dimensions

Total length	mm in	2965 116.7
Total height with cab	mm in	2720 107.1
Total height with ROPS	mm in	2590 102.0
Height loading, min.	mm in	1820 71.7
Total length with cab	mm in	2977 117.2
Center distance	mm in	1950 76.8
Center distance with cab	mm in	1960 77.2
Total width	mm in	1506 59.3
Maximum working width	mm in	1430 56.3
Ground clearance, center	mm in	305 12.0
Curb clearance, left/right	mm in	720/720 28.3/28.3
Turning radius, inside	mm in	2650 104.3

Drum dimensions

Drum width, front/rear	mm in	1380/1380 54.3/54.3
Drum diameter, front/rear	mm in	898/898 35.4/35.4
Drum thickness, front/rear	mm in	16/16 0.6/0.6
Drum type, front		Smooth/non-split
Drum type, rear		Smooth/non-split
Track offset, left/right	mm in	0/50 0.0/2.0

Diesel engine

Manufacturer		Kubota
Model		V2403-CR-E5B
Cylinders, quantity		4

Diesel engine

Power ISO 14396, kW/PS/rpm		36,8/50,0/2700
Power SAE J1995, kW/HP/rpm		37,4/50,1/2700
Exhaust emission standard		EU Stage V / EPA Tier 4
Exhaust gas after-treatment		DOC-DPF

Travel drive

Speed, infinitely variable	km/h mph	0 - 11,0 0.0 - 6.8
Gradeability, with/without vibration	%	30/40

Vibration

Vibration frequency, front, I/II	Hz vpm	60/51 3,600/3,060
Vibration frequency, rear, I/II	Hz vpm	60/51 3,600/3,060
Amplitude, front, I/II	mm in	0,51/0,31 .020/.012
Amplitude, rear, I/II	mm in	0,51/0,31 .020/.012
Centrifugal force, front, I/II	kN lbs	64/39 14,400/8,775
Centrifugal force, rear, I/II	kN lbs	64/39 14,400/8,775

Steering

Pendulum angle +/-	°	8
Steering, type		Articulated steering

Water-sprinkling system

Water sprinkling, type		Pressure
------------------------	--	----------

Tank capacity/filling capacity

Fuel tank, capacity	L Gal	73 19.3
Water tank, capacity	L Gal	285 75.3

Sound level

Sound power level L(WA), guaranteed	db(A)	106
Sound power level L(WA), representative measurement	db(A)	103

EQUIPMENT

12 V power socket | 3-point articulation | Dashboard with displays, indicator lights and switches | Dashboard cover, lockable and weather-resistant | Pressure water sprinkling system | Driver's platform with access from both sides | Drive lever, left and right | V-belt protection | Mechanical battery isolation switch | Track offset, mechanical | Automatic vibration system | Water filter system (3-fold) | Central water outlet | CompactLine front towing eye

OPTIONAL EQUIPMENT



9/11/2024
Quote #: cgylling-2015

JOHNSON COUNTY #2
3425 Cr 920
Crowley, TX 76036

We are pleased to quote the following for your consideration:
HAMM HD14IVV 2024 model w/ 2 hours, Unit # HA24077, S/N H286.1967.

The following Factory and Dealer Options are included in the package:

- HAMM HD14IVV 2024, 54" DOUBLE SMOOTH
- HD 14i VV Tandem roller with
- two vibrating roller drums
- Country of operation United States
- Standard painting (RAL 2004 + RAL 7015)
- Version with CE conformity
- Warning labels according to ANSI
- Plastic scraper, folding
- ROPS, folding
- Armrest
- Driver's seat in black imitation leather
- Lighting package for driving on public roads
- Hydraulic oil
- Service record book DE/EN
- Technical documentation North America
- Back-up alarm

Sales Price: \$83,800.00

To be purchased through BuyBoard. Contract # 685-22

Contract price is \$88,815.00; less contract discount of 17% (-\$15,098.55)
Plus, Freight and options of \$10,083.55
New net selling price is \$83,800.00

We believe the equipment as quoted will exceed your expectations. On behalf of Kirby-Smith Machinery, Inc., thank you for the opportunity to quote you this package.

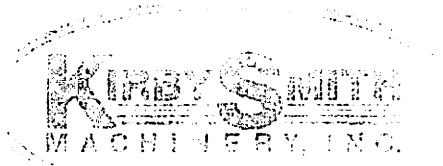
Sincerely,

Chris Gylling

Chris Gylling
Governmental Sales Rep
Kirby-Smith Machinery, Inc.
Phone: 214-371-7777
Cell: 214-918-6849
Email: cgylling@kirby-smith.com

www.kirby-smith.com | 888-861-0219

**Oklahoma City * Tulsa * McAlester * Dallas * Fort Worth * Abilene * Amarillo * Lubbock
Waco * Odessa * St. Louis * Kansas City**



8/26/2024

Quote #: cgylling-2012

JOHNSON COUNTY #2
3425 Cr 920
Crowley, TX 76036

We are pleased to quote the following for your consideration:
TRIPLE L TRAILER 1012 2024 model w/ 0 hours, Unit # N.I.S., S/N Factory Order.

The following Factory and Dealer Options are included in the package:

- TRIPLE L 1012 HYDRAULIC DROP TRAILER

Sales Price: \$24,950.00

To be purchased through BuyBoard. Contract # 685-22

Contract price is \$27,725.00; less contract discount of % (-\$2,775.00)

New net selling price is \$24,950.00

We believe the equipment as quoted will exceed your expectations. On behalf of Kirby-Smith Machinery, Inc., thank you for the opportunity to quote you this package.

Sincerely,

Chris Gylling

Chris Gylling
Governmental Sales Rep
Kirby-Smith Machinery, Inc.
Phone: 214-371-7777
Cell: 214-918-6849
Email: cgylling@kirby-smith.com

www.kirby-smith.com | 888-861-0219

Oklahoma City * Tulsa * McAlester * Dallas * Fort Worth * Abilene * Amarillo * Lubbock
Waco * Odessa * St. Louis * Kansas City

TRIPLE L NEW PRODUCT LIMITED WARRANTY

Warranty Overview:

New products manufactured by Triple L Group, LLC (“Triple L” or the “Company”) are warranted against defective material and workmanship for one (1) year from date of original purchase or disclosed assignee end user, when used for purposes and under conditions for which they were designed. Improper use and/or exceeding maximum load of trailer automatically voids warranty. Warranty must be registered within 30 days of purchase to become valid. You can register warranty by visiting our website: www.TripleL.com

TRIPLE L WARRANTS AND IMPLIES THAT THE ITEMS DELIVERED UNDER CONTRACT ARE MERCHANTABLE AND FIT FOR USE FOR THE PARTICULAR PURPOSE DESCRIBED IN THIS CONTRACT. EXCEPT AS OTHERWISE PROVIDED HEREIN, TRIPLE L WILL NOT BE LIABLE FOR CONSEQUENTIAL DAMAGES RESULTING FROM ANY DEFECT OR DEFICIENCIES IN ACCEPTED ITEMS.

Warranty is limited to parts and labor to repair or replace defective components. Maintenance items worn through normal use such as bearings, brakes, tires, lumber, and batteries are not covered under warranty. Inadequate maintenance and modifications of trailer void warranty. Warranty does not cover labor or lost time resulting from product failure. The warranty does not cover freight for repairs parts or transportation charges to and from a repair facility. Triple L will not be required to bear the cost of the labor involved in correcting defects in vehicles operated in foreign countries. Warranty of equipment for federal contract sales will extend to military services, federal agencies, state, and local agencies upon notice of assignment or sale. Notice of such sale must be given in writing within 30 days of date of delivery. Contract prices include all applicable Federal, State, and local taxes and duties. Federal law will apply for federal contract sales and local jurisdiction law will apply otherwise.

UNDER NO CIRCUMSTANCES WILL TRIPLE L BE LIABLE TO A PURCHASER OR OTHER PERSON FOR ANY SPECIAL INCIDENTAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THE SALE OF GOODS BY TRIPLE L WHETHER UNDER A THEORY OF CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE. THE OBLIGATION OF TRIPLE L UNDER WARRANTY IS LIMITED TO REPAIR OR REPLACEMENT OF ANY PART OR PARTS WHICH, IN THE OPINION OF TRIPLE L, IS DEFECTIVE IN MATERIAL OR WORKMANSHIP UNDER NORMAL USE AND SERVICE. IN NO EVENT WILL TRIPLE L'S TOTAL LIABILITY TO A PURCHASER UNDER A LIMITED WARRANTY EXCEED THE PURCHASE PRICE OF THE PRODUCTS.

DISCLAIMER

This limited warranty is in lieu of all other warranties, expressed or implied, including an implied warranty of merchantability. Warranty of fitness for a particular purpose, or any implied warranties arising from course of performance, course of dealing or usage of trade. All of which are expressly disclaimed. There are no other warranties. No other warranty, oral or written, is authorized or has been given by Triple L the purchaser. This warranty is extended to the original customer or owner and is NOT TRANSFERABLE.

Claim Process:

Submitting Warranty Claims can be made direct to Triple L or through dealer trailer was purchased. All warranty claims must be submitted in writing.

The following information must be included when submitting a claim.

1. Trailer model number
2. Trailer VIN (serial) number
3. Name and address of your associate responsible for handling a claim.
4. Telephone number of your associate responsible for handling a claim.
5. Address where unit can be found.
6. Supporting pictures and documents of damage or area needing repairs.
7. Part description or part number

No repairs may be initiated, or parts replaced, until approved by Triple L. If the user feels that repairs can be made at their facility, they should submit a proposal including the cost of parts they expect to change, and an estimate of total hours required to complete repairs, and the hourly rate at which repairs will be made. Triple L will then determine who will make repairs and what hourly rate is acceptable.

For more information or to submit a claim please contact us at Sales@TripleL.com

CLOSE TO OUR CUSTOMERS



WIRTGEN GROUP

ROAD TECHNOLOGIES

WARRANTY HANDBOOK





**PROTECT YOUR
INVESTMENT...**

**... WITH WIRTGEN AMERICA, INC.'S ANNUAL
TECHNICAL SERVICE CLASSES**

- ▶ Safely Operate and Maintain Your Machine
- ▶ Optimize Machine Uptime and Availability
- ▶ Increase Customer Satisfaction
- ▶ Enhance Your Bottom Line

All Classes are held in the Center for Training and Technology at the Wirtgen America Campus in Nashville, Tennessee.

Register Online at: www.wirtgen-group.com/america

MAINTENANCE / WEAR

Your new machine limited warranty does not cover parts and labor needed to maintain the machine; or the replacement of parts due to normal wear and tear that are subject to wide variations of destructive service. You, as the owner, are responsible for these items.

Examples are:

- Oil, Lubricants, Fuel, Other Fluids
- Oil and Air Filters
- Liners
- Rubber Flashing
- Cutting Edges
- Conveyor Belting
- Drive Belts
- Vibrators
- Teeth
- Tooth Holders
- Tires / Track Pads
- Rollers

OTHER ITEMS AND CONDITIONS NOT COVERED

Your new machine limited warranty does not cover alterations or modifications made to the machine – including the body, chassis, or components – without authorization of Wirtgen America.

Standard machine warranty does not cover the engine. The engine warranty is covered by the respective manufacturer of the engine.

LIMITATION OF LIABILITY

THE LIABILITY OF WIRTGEN AMERICA SHALL BE LIMITED EXCLUSIVELY TO THE REMEDIES OF REPAIR OR REPLACEMENT OF DEFECTIVE PARTS COVERED BY THE WARRANTY SET FORTH IN THE PARAGRAPHS ABOVE.

WHAT IS COVERED?

Wirtgen America warrants such equipment, parts and other products as are manufactured by the Wirtgen Group against defective materials or workmanship for a period of one year from the date first placed in service or for one thousand (1000) hours of use, whichever comes first, provided the Buyer or Dealer sends Wirtgen America written notice of the defect within thirty (30) days of its discovery and clearly establishes that (1) the equipment, parts, etc. have been properly installed and set up, maintained and operated within the limits of rated and normal usage and (2) the defect did not result in any manner from the intentional or negligent action or inaction of the Buyer: Further provided that Buyer or Dealer cannot establish that conditions (1) and (2) have been met, then this warranty shall not cover the alleged defect. Failure to give notice of defect within such period shall be a waiver of this warranty and assistance rendered thereafter shall not extend or revive it. Failure of hydraulic components or gearboxes require oil samples to be taken prior to repair and made available if requested by Wirtgen America.

WHAT IS NOT COVERED

WIRTGEN AMERICA MAKES NO SUCH WARRANTIES WITH RESPECT TO PARTS OR EQUIPMENT NOT MANUFACTURED BY THE WIRTGEN GROUP, SUCH AS ENGINES, MOTORS, CLUTCHES, SPEED REDUCERS, PUMPS, AND OTHER ASSEMBLIES, VALVES, SOLENOIDS AND OTHER PARTS AND ACCESSORIES. Accessories, assemblies and components included in products of Wirtgen America, which are not manufactured by the Wirtgen Group, are subject only to the warranty of their respective manufacturers. This warranty shall not cover misuse, alteration, abuse, negligence, accident, acts of God, sabotage, or any item on which serial numbers have been altered, defaced or removed, but shall be limited to repair or replacement, F.O.B. of those parts which, upon inspection by Wirtgen America, appear to have been defective in material or workmanship. Parts such as liners, cutting edges, rubber flashing, rollers, conveyor belting, castings, vibrators, teeth and other wear parts, which are subject to wide variations of destructive service are not covered by this warranty and are maintenance responsibility of the Buyer from the beginning of operation. THIS WARRANTY IS LIMITED TO THE BUYER AND IS NOT ASSIGNABLE OR OTHERWISE TRANSFERABLE.

DAMAGE CAUSED BY IMPROPER MAINTENANCE

Your new machine limited warranty does not cover damage caused by failure to maintain the machine, improperly maintaining the machine, or using the wrong fuel, oil, lubricants, or fluids. Consult the operator's manual for proper maintenance procedures and correct fluid types and levels.

INTRODUCTION

While Wirtgen America prides itself on superbly designed and built machines, it does recognize the necessity of establishing an equitable, straight-forward warranty adjustment policy. This policy applies to repairs undertaken and completed by the dealer/distributor or distributor's qualified representative during the standard warranty period for any Wirtgen America machine.

This booklet explains the warranty coverage that applies to your Wirtgen America machine.

IMPORTANT INFORMATION YOU SHOULD KNOW:

IF YOU NEED ASSISTANCE

Wirtgen America's product support personnel are available to assist you with all of your machine needs. You can reach Wirtgen America for service assistance at 615-501-0605 between the hours of 8:00am and 5:00pm Central time, Monday through Friday. If you call outside of these hours, you will be forwarded to our after hours emergency hotline.

KNOW WHEN YOUR WARRANTY BEGINS

Your WARRANTY START DATE is the day you take delivery of your new machine, or the day it is first put into service. "Put into service" means when hours are being put on the machine. A demo machine or a rental machine is in service.

CHECK YOUR MACHINE

We check all machines carefully at the assembly plant before they are loaded for shipment, but occasionally the machine is damaged or items are removed during transport. The machine should be inspected upon delivery and if you see any damage or find items to be missing, file a claim against the carrier company and notify your authorized dealer immediately. Customers should contact Wirtgen America's Product Support personnel if a local dealer is not available.

With your machine you will receive an operator's manual, parts book, safety manual, electric, hydraulic schematics and engine manuals. If these are not received with your machine, notify your authorized dealer immediately. Claims for shortages in shipment (missing items) will be deemed waived and released by the Buyer unless submitted in writing within five (5) days after Buyer's receipt of shipment. Wirtgen America's responsibility for shipment ceases upon delivery to the carrier, and all claims occurring thereafter must be made to or against the carrier or the Buyer.

MAINTAIN YOUR MACHINE

Proper machine maintenance is the responsibility of the owner. Wirtgen America may deny warranty coverage if you fail to keep records indicating that the machine maintenance specified in the Maintenance Chart section of your operator's manual has been performed.

HOW TO FILE AND WHO PAYS FOR WARRANTY REPAIRS

Notify your authorized dealer if it is necessary to file a warranty claim. Customers should contact Wirtgen America's Warranty Department if a local dealer is not available for assistance in filing a claim.

Wirtgen America will pay for parts needed to repair your machine while it is within the parameters of warranty. However, you are responsible for any parts purchased for your machine or any repairs to your machine until a properly-executed and documented warranty claim has been presented to Wirtgen America, and any suspect parts (if requested) are returned to Wirtgen America for inspection and analysis. A Return Good Authorization (RGA) must be obtained before returning any parts. Once the conditions have been met, credits can be issued. **Note:** Freight is not covered by warranty.

THE NEW MACHINE LIMITED WARRANTY

Wirtgen America warrants such equipment, parts, and other products as are manufactured by the Wirtgen Group against defective material or workmanship for a period of twelve months after date of first delivery or for 1,000 hours of use, whichever comes first, provided that Buyer sends a notice of the defect to Wirtgen America within 30 days of its discovery and clearly establishes that (1) the equipment, parts, etc., have been properly installed and set up, maintained, and operated within the limits of rated and normal usage and (2) that the defect did not result in any manner from the intentional or negligent action or inaction of the Buyer; further provided that Buyer cannot establish that conditions (1) and (2) have been met, then this warranty shall not cover the alleged defect. Failure to give notice of defect within such period shall be a waiver of this Warranty and assistance rendered thereafter shall not extend or revive it. WIRTGEN AMERICA MAKES NO SUCH WARRANTIES WITH RESPECT TO PARTS OR EQUIPMENT NOT MANUFACTURED BY THE WIRTGEN GROUP, SUCH AS ENGINES, MOTORS, CLUTCHES, SPEED REDUCERS, PUMPS AND OTHER ASSEMBLES, VALVES, SOLENOIDS, AND OTHER PARTS AND ACCESSORIES. Accessories, assemblies, and components included in products of Wirtgen America, which are not manufactured by the Wirtgen Group, are subject only to the warranty of their respective manufacturers. This warranty shall not cover misuse, alteration, abuse, negligence, accident, acts of God, sabotage, or any item on which serial numbers have been altered, defaced, or removed but shall

be limited to repair or replacement, F.O.B., Wirtgen America, of those parts which upon inspection by Wirtgen America appear to have been defective in material or workmanship. Wirtgen America will, at its option, use genuine Wirtgen Group new or remanufactured parts. Wirtgen Group replacement parts that are used in a repair are covered by the Wirtgen America replacement warranty. Parts such as liners, cutting edges, rubber flashing, conveyor belting, castings, vibrators, teeth, and other wear parts, which are subject to wide variations or destructive service, are not covered by this Warranty and are the maintenance responsibility of the Buyer from the beginning of operation. THIS WARRANTY IS LIMITED TO THE BUYER AND IS NOT ASSIGNABLE OR OTHERWISE TRANSFERABLE.

THIS WARRANTY IS EXPRESSLY IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES EXPRESSED OR IMPLIED (INCLUDING ANY WARRANTY OF MERCHANTABILITY AND FITNESS OF ANY PRODUCT OR GOODS FOR A PARTICULAR PURPOSE) AND ALL OTHER OBLIGATIONS OR LIABILITIES ON WIRTGEN AMERICA'S PART, AND WIRTGEN AMERICA NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR WIRTGEN AMERICA ANY OTHER LIABILITY IN CONNECTION WITH THE SALE OF WIRTGEN AMERICA PRODUCTS. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.

LIMITATION OF LIABILITY

It is agreed that in the event of breach of any warranty by Wirtgen America the liability of Wirtgen America shall be limited exclusively to the remedies of repair or replacement of defective parts covered by the Warranty set forth in the paragraph, WARRANTY ON EQUIPMENT, above and that such repair and replacement shall be Buyer's sole and exclusive remedy. Wirtgen America thereof shall not have any liability whatsoever for loss of use or for any other incidental, consequential, or other damages or losses resulting from a breach of warranty, such as, but not by way of limitation, labor costs, loss of profits, loss of use of other than equipment, third party repairs, personal injury, emotional or mental distress, improper performance of work, penalties of any kind, loss of service of personnel, or any other damages or losses which may be experienced by the Buyer.

Wirtgen America, Inc.
Machine Warranty
WAI 10-01/Rev 04-14



WIRTGEN GROUP

WIRTGEN AMERICA

6030 Dana Way · Antioch, TN 37013

Phone: (615) 501-0600 · Fax: (615) 501-0691

www.wirtgen-group.com/america

4.15 Statement of Warranty

Wirtgen America warrants such equipment, parts, and other products as are manufactured by Wirtgen America against defective material or workmanship for a period of twelve months after date of first delivery or for 1,000 hours of use with any Wirtgen, Vögele and Hamm product and 2000 hours of use with any Kleemann product, whichever comes first, provided that the Buyer sends Wirtgen America a notice of the defect within 30 days of its discovery and clearly establishes that (1) the equipment, parts, etc., have been properly installed and setup, maintained, and operated within the limits of rated and normal usage and (2) that the defect did not result in any manner from the intentional or negligent action or inaction of the Buyer; further provided that Buyer cannot establish that conditions (1) and (2) have been met, then this warranty shall not cover the alleged defect. Failure to give notice of defect within such period shall be a waiver of this Warranty and assistance rendered thereafter shall not extend or revive it. **WIRTGEN AMERICA MAKES NO SUCH WARRANTIES WITH RESPECT TO PARTS OR EQUIPMENT NOT MANUFACTURED BY WIRTGEN AMERICA, SUCH AS ENGINES, MOTORS, CLUTCHES, SPEED REDUCERS, PUMPS AND OTHER ASSEMBLES, VALVES, SOLENOIDS, AND OTHER PARTS AND ACCESSORIES.** Accessories, assemblies, and components included in products of Wirtgen America, which are not manufactured by Wirtgen America, are subject only to the warranty of their respective manufacturers.

This warranty shall not cover misuse, alteration, abuse, negligence, accident, acts of God, sabotage, or any item on which serial numbers have been altered, defaced, or removed but shall be limited to repair or replacement, F.O.B., Wirtgen America facility, of those parts which upon inspection by Wirtgen America appear to have been defective in material or workmanship. Wirtgen America will, at its option, use genuine Wirtgen Group or remanufactured parts. Wirtgen Group replacement parts that are used in a repair are covered by the Wirtgen America replacement warranty. Parts such as liners, cutting edges, rubber flashing, conveyor belting, castings, vibrators, teeth, and other wear parts, which are subject to wide variations or destructive service, are not covered by this Warranty and are the maintenance responsibility of the Buyer from the beginning of operation. **THIS WARRANTY IS LIMITED TO THE BUYER AND IS NOT ASSIGNABLE OR OTHERWISE TRANSFERABLE.**

THIS WARRANTY IS EXPRESSLY IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES EXPRESSED OR IMPLIED (INCLUDING ANY WARRANTY OF MERCHANTABILITY AND FITNESS OF ANY PRODUCT OR GOODS FOR A PARTICULAR PURPOSE) AND ALL OTHER OBLIGATIONS OR LIABILITIES ON WIRTGEN AMERICA'S PART, AND WIRTGEN AMERICA NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR WIRTGEN AMERICA ANY OTHER LIABILITY IN CONNECTION WITH THE SALE OF WIRTGEN AMERICA'S PRODUCTS. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.

LIMITATION OF LIABILITY

It is agreed that in the event of breach of any warranty by WIRTGEN AMERICA the liability of WIRTGEN AMERICA shall be limited exclusively to the remedies of repair or replacement of defective parts covered by the Warranty set forth in the paragraph WARRANTY ON EQUIPMENT above and that such repair and replacement shall be Buyer's sole and exclusive remedy. WIRTGEN AMERICA shall not have any liability whatsoever for loss of use or for any other incidental, consequential, or other damages or losses resulting from a breach of warranty, such as, but not by way of limitation, labor costs, loss of profits, loss of use of other than equipment, third party repairs, personal injury, emotional or mental distress, improper performance of work, penalties of any kind, loss of service of personnel, or any other damages or losses which may be experienced by the Buyer.

Wirtgen America, Inc.
Wirtgen America Machine Warranty
WAI 08-13/Rev 2-05