

WARRANTY MANUAL



PIERCE

TABLE OF CONTENTS

1.1.0	INTRODUCTION	3
2.0.0	WARRANTY	4
2.1.0	STANDARD WHOLEGOOD WARRANTY	4
	TRAVEL TIME	5
	MILEAGE	5
	FREIGHT	5
	NON-PIERCE MANUFACTURED ITEMS	5
	MAJOR REPAIRS & SUBCONTRACTORS	5
2.1.1	ADJUSTMENTS WITHIN THE WARRANTY PERIOD	5
	REIMBURSEMENT	5
	RETURN OF FAILED PARTS	5
	RETRUN OF DEFECTIVE NEW PARTS	6
	SPECIAL FABRICATIONS: RETURNS	6
	MATERIAL SHIPPED IN ERROR	6
2.1.2	EXTENDED WARRANTIES	6
2.1.3	EXCLUSIONS	6
	WEAR ITEMS & CONSUMABLES	7
	ADDITIONAL EXCLUSIONS	7
2.2.0	PARTS WARRANTY	7
	NON-PIERCE MANUFACTURED ITEMS	8
2.3.0	DISCLAIMERS	8
3.0.0	WARRANTY VALIDATION	9
3.1.0	DEALER REIMBURSEMENT	9
	PARTS	9
	LABOR	9
3.2.0	APPEALS	9
3.3.0	WARRANTY POLICY: PRODUCTS IN STOCK	9
3.4.0	WARRANTY POLICY: PRODUCTS ON DEMONSTRATION/RENTAL	9
4.0.0	WARRANTY CLAIMS	11
4.1.0	WARRANTY CLAIMS PROCEDURE	11
	COMPLETING & SUBMITTING A CLAIM	11
	REQUIRED	11
	RETURN OF PARTS, AS REQUESTED	12
	ISSUING A WARRANTY CREDIT	12
	DISCARDING OF MATERIAL IN DEALER/CUSTOMER'S FACILITY	12
4.2.0	RETURNING CLAIMED/DEFECTIVE PARTS	12
4.3.0	FIELD CAMPAIGN PROCEDURES	12
	NOTIFICATION OF CAMPAIGN	12
	DESCRIPTION OF CAMPAIGN PROCEDURE	13
	ORDERING CAMPAIGN MATERIAL	13
	CAMPAIGN REIMBURSEMENT	13
	PIERCE SERVICE ASSISTANCE & REPAIRS	13
5.0.0	MANUALS & SERVICE PUBLICATIONS	14
	NEW PRODUCTS	14
	USED/NON-CURRENT MACHINES	14
	SERVICE LITERATURE PROCURMENT & CHARGES	14
6.0.0	DEALER RESPONSIBILITIES	15
6.1.0	CUSTOMER RESPONSIBILITIES	15
APPENDIX 1	CONTACT US	16
APPENDIX 2	WARRANTY CLAIM HOMEPAGE	17
APPENDIX 3	TERMS AND CONDITIONS OF SALE	18

1.0.0 INTRODUCTION

Pierce Pacific Manufacturing, Inc. publishes this Warranty Manual with the intention of clearly defining the terms and conditions of warranty coverage offered for all Pierce and Denharco products.

This manual is designed to make it easy for you to apply our warranty policy and ensure the most efficient support possible. This manual also contains policies and procedures established by Pierce on general service, warranty and policy with which dealers have agreed to comply under the provisions of Pierce's Terms and Conditions (see appendix 3) when a Pierce or Denharco product is purchased from Pierce.

Additionally, Pierce dealers will find herein the processes and procedures under which Pierce will reimburse for warranty and policy pertaining exclusively to Pierce and Denharco products. The cooperation of all dealers in handling such processes and procedures promptly and efficiently is required.

This manual is intended for use by key personnel within the dealer's organization and should be available for ready reference when questions pertaining to general service, warranty and policy arise. The downloadable file of Pierce's Warranty Manual can be found at <https://piercepacific.com/support/#warranty>.

To help you better understand the content of this policy, note that the term "dealer" refers to the various points of sale where our products are marketed, while "customer" refers to any owner or user of a Pierce or Denharco product. For simplification and readability within the remaining contents of this document, Pierce Pacific Mfg. will simply be referred to as "Pierce".

It is Pierce's preference to perform our own warranty repairs using our own field technicians. However, we can't always respond as swiftly as the nearby servicing dealer. In those instances, the dealer should consult Pierce prior to performing any warranty repairs. This manual illustrates warranty reimbursement in the event the dealer is the best option for warranty resolution.

Also, only claims submitted through the Pierce website warranty portal will be accepted. Dealers submitting service invoices in lieu of a Pierce warranty claim submission will not be accepted.

Pierce reserves the right at any time to change any or all provisions of this Warranty Manual without notice.

Feel free to contact us if you need any additional information:

Pierce Pacific Manufacturing, Inc.
Warranty Administrator

Physical Address:

4424 NE 158th
Portland, OR 97230
U.S.A.

Mailing Address:

PO Box 30509
Portland, OR 97294
U.S.A.

Telephone: 503.808.9110

Toll-free: 800.760.3270

Fax: 503.808.9111

Email: warranty@piercepacific.com

2.0.0 WARRANTY

2.1.0 STANDARD WHOLEGOOD WARRANTY

Pierce warrants its new products manufactured or sold, against any failure resulting from defects in materials or workmanship for a period of 12 months, or 2,000 hours (first occurring), from the date of delivery to the first customer, if used and maintained under normal conditions (refer to Appendix 3: Pierce's Terms & Conditions). If questions arise, contact Pierce for proper maintenance and service procedures for Pierce's warranty coverage to be valid.

WARRANTY BEGINS	WARRANTY ENDS
MACHINE DELIVERED TO FIRST CUSTOMER	1 YEAR, 2,000 HOURS (FIRST OCCURRING)

For extended warranties, contact Pierce.

This warranty is effective from the date the product is delivered to the first customer. Proof of delivery will be requested for any claim to be considered.

It is the customer's responsibility to notify the dealer of any problem, and to make the product available to the dealer for repairs. This warranty covers repairs to, or in certain cases, replacement of defective parts, including labor, according to the rates set by Pierce. Pierce's obligation and liability under this warranty agreement is expressly limited to repair or replacement of any non-conforming part with either 'new' or 'remanufactured' part(s), at Pierce's option. The dealer is responsible for ensuring that a Pierce Warranty Claim, found at <https://piercepacific.com/support/#warranty>, is submitted no later than ninety (90) days after the date of the failure, in order to be eligible for credit.

THE WARRANTY CLAIM MUST BE SUBMITTED NO LATER THAN 90 DAYS AFTER DATE OF FAILURE (OR CLAIM MAY BE DENIED).

Upon receipt of the claim, defective parts must be held at dealer location for possible requested return. If requested for inspection, a Return Materials Authorization number (RMA#) will be issued by Pierce's Warranty Administrator. The RMA# should be identified on the returned parts package, as well as a copy of the emailed RMA form (if available) included in the returned package. Returned parts without an RMA# will be refused. All shipments must be shipped 'freight prepaid'. For additional details, see section 4.2.0.

At the request of Pierce, if the dealer fails to return the requested defective part(s), as well as any related documentation, failure information or transaction documentation within fifteen (15) days of this request, Pierce reserves the right to automatically void the warranty claim in question.

DEFECTIVE PARTS MUST BE RECEIVED WITHIN 15 DAYS OF PIERCE'S REQUEST (OR CLAIM MAY BE DENIED).

Any replaced or repaired part shall be under warranty for the remainder of the warranty period applicable to the product on which the part was installed. No extension of the product warranty period shall be granted to compensate for any period during which a product is out of commission for repairs or inspection because it was a demonstrator/returned rental product.

Additionally, Pierce reserves the right to make changes and improvements to its products and parts without any obligation to its dealers and customers. In the case of any modifications or improvements that may accompany a warranty repair, Pierce shall not be bound but may, at its discretion, apply these modifications or improvements at the customer's expense, to products already sold.

No warranty credit shall be granted or imposed with respect to:

- Products that have been operated in excess of the rated capacities, misuse, neglect or accident.
- Products that have been altered or repaired in an unauthorized manner.
- Use of non-authorized Pierce replacement parts.
- Products that have not been maintained according to manufacturer's recommendations (as outlined in

the Parts Sales Conditions and/or Parts, Operations & Service Manual of said product.

TRAVEL TIME

Reasonable travel time shall be reimbursed - up to a maximum 6 hour round trip. Travel time shall be claimed at the same rate as 'on the job' labor. Costs such as hotel, food, fuel, etc. will not be reimbursed separately, as these items are considered part of Pierce's labor reimbursement rate.

NOTE: It is not Pierce's responsibility or fault that a dealer or customer location may not be nearby, creating excess travel. Travel exceeding 6 hour round trip is dealer responsibility.

MILEAGE

Separate mileage expenses or fuel costs shall not be reimbursed, as these items are considered part of Pierce's labor reimbursement rate.

FREIGHT

All freight costs for replacement parts are dealer/customer responsibility. All return parts shipments to Pierce must ship freight 'prepaid'.

NON-PIERCE MANUFACTURED ITEMS

Non-Pierce manufactured items carry manufacturer's warranty only. Pierce makes no warranty whatsoever in respect to proprietary components, parts, or trade accessories not manufactured by Pierce, but instead the applicable warranties, if any, of these respective manufacturers therefore shall be assigned to the first customer.

MAJOR REPAIRS & SUBCONTRACTORS

Significant/major repairs to Pierce equipment require notification prior to work beginning. This request for authorization is meant to keep issues of warranty payment from being denied, and also offers us the opportunity to ask questions, offer repair advice or assistance. Contact Pierce's Warranty Administrator for authorization.

Also, in the case a subcontractor is hired for repair, an estimated cost for work to be performed by the subcontractor(s) must be pre-approved by Pierce prior to work beginning. And if requested, necessary photos and documentation shall be provided prior to executing any work. If not supplied, parts and services will not be covered under this warranty agreement.

THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES, WHETHER WRITTEN OR VERBAL, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

THIS WARRANTY IS TO BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE EXISTING LAWS, TRADE PRACTICES AND USES OF BOTH CANADA AND THE UNITED STATES.

2.1.1 ADJUSTMENTS WITHIN WARRANTY PERIOD

REIMBURSEMENT

In accordance with the provisions and during the period of the applicable warranty, Pierce will issue a credit for the value of the replacement parts based on the Pierce invoice to the dealer (and not the value from the dealer invoice to customer) as reimbursement to the dealer. This policy is related to those parts which fail within the applicable warranty period caused by faulty material and/or workmanship. It will not apply to any such parts which fail outside of the applicable warranty.

RETURN OF FAILED PARTS

Failed parts requested by Pierce shall be returned to Pierce by the dealer, transportation charges 'prepaid', with prior authorization if the parts have failed within the warranty period. However, a Warranty Claim must be submitted first, and in accordance with the Warranty Claims Procedure as outlined (in section 4.1.0). Pierce will determine whether parts will be replaced, repaired or credit issued.

RETURN OF DEFECTIVE NEW PARTS

Pierce parts which deviate from specifications may be returned with prior authorization from Pierce, transportation charges 'prepaid'. However, claims will be denied on new material returned to Pierce in an unsalable condition from causes other than the defect noted. Pierce will hold these unsaleable parts for thirty (30) days after notifying the sender. If thirty (30) days have elapsed and no reply has been received, Pierce will assume that the material can be discarded.

PARTS RETURNED TO PIERCE WILL BE DISCARDED 30 DAYS AFTER NOTIFYING THE SENDER THAT THEY CAN BE RETURNED BACK TO DEALER.

Pierce will reimburse the dealer for prepaid transportation charges via the least expensive common carrier only for new defective parts when they are approved for credit. The original freight receipt must be attached to the claim for review.

SPECIAL FABRICATIONS: RETURNS

The original customer or dealer will not be entitled to return material which has been purchased or fabricated for a special order or product.

MATERIAL SHIPPED IN ERROR

If the original purchaser receives material shipped in error, this material may be returned to Pierce with prior authorization. This material must be returned within thirty (30) days after receipt thereof and must be unused and in good salable condition.

The customer or dealer should always contact Pierce's Warranty Administrator for shipping/billing arrangements of material to be returned. Also, include a brief explanatory note regarding return of the shipment. A Return Materials Authorization number (RMA#) will be issued by Pierce's Warranty Administrator. The RMA# should be identified on the exterior of the returned parts package, as well as a copy of the emailed RMA form (if available) included inside the package. Returned parts without an RMA# will be refused. For additional details, see section 4.2.0.

2.1.2 EXTENDED WARRANTIES

Available on some Pierce and Denharco products for additional cost. Such warranty agreements must be made at time of original purchase and must be submitted in writing by an authorized Pierce representative.

2.1.3 EXCLUSIONS

This warranty shall be null and void if non-Pierce components, repairs or alterations have been made to a Pierce product without prior approval from Pierce. Warranty will also be null and void if, in Pierce's opinion, such repairs or alterations could have adverse effects on the performance or reliability of the product. Installation of a Pierce product on a machine not specifically approved by Pierce shall also void this warranty.

Modifications made to Pierce products without the authorization of Pierce, as well as repairs made with non-Pierce approved parts shall void this warranty. This warranty shall also not apply to any breakage attributed to improper installation or improper use of parts or components; or to a lack of proper care and maintenance.

This warranty does not cover the performance of the machine on which a Pierce product is installed, nor any machine component.

This warranty does not cover damage caused to a Pierce product by improper installation or damage caused by the machine on which the Pierce product is installed.

The provisions of this warranty policy shall not apply to any part which is used for a purpose in which it is not intended, or which shall have been repaired or altered in any way so as, in the judgment of Pierce, to adversely affect its performance and reliability, or which has been subject to improper maintenance, misuse, negligence, accident or improper installation.

WEAR ITEMS & CONSUMABLES

This warranty does not cover expendable parts, maintenance, wear or impact items on Pierce products, including, but not limited to:

- lubrication grease
- oils
- filters
- shims
- paint
- shop supplies
- tools
- bulbs
- fuses
- cutting tools
- saw bars & chains
- bucket teeth & adapters
- bucket cutting edges
- hydraulic connectors
- gaskets
- O-rings
- seals
- gas
- hydraulic accumulators
- steel cables
- delimeter rollers and bearings
- frequently flexing electrical cables (i.e. delimeter and/or processor boom cables)

Flexible and rigid hydraulic hoses have a 90 day warranty period from when the machine was delivered to the first customer.

Applicable warranties shall be assigned to the first customer only.

The following do not qualify for a warranty refund:

ADDITIONAL EXCLUSIONS

- Any item that may show evidence of negligent use, overloading, abuse, accident, improper maintenance or storage, improper use, or unauthorized alterations.
- Product damaged during shipping or storage.
- Corrosion affected components.
- Transportation costs.
- Costs incurred by overtime work.
- Lost production costs.
- Excessive troubleshooting and diagnosis.
- Cost of use of another product during warranty repairs.
- Cost of transportation and communications during repairs under warranty.
- Damage resulting from a machine's defective hydraulic system.
- Any components (i.e. motors, valves, computers, etc.) opened/disassembled without Pierce's consent.
- Any components (i.e. motors, valves, computers, etc.) found to have corrosion due to improper storage.
- Parts from which the identification number or serial number has been removed.

2.2.0 PARTS WARRANTY

Pierce warrants its new parts sold over the counter against any breakage resulting from defects in workmanship or materials, if used and maintained under normal conditions, for a period of ninety (90) days from the date the dealer invoices the customer.

Within this period, it is the customer's responsibility to notify the authorized dealer of any problem, and to make the product available to the dealer for repairs. The dealer is responsible for ensuring that a Pierce Warranty Claim is submitted; for attaching two invoices issued to the customer as proof of the start and end of the ninety (90) day warranty period (the first showing the date the defective part was purchased, and the second showing the date the replacement part was purchased); and for sending them to Pierce's Warranty Administrator, no later than ninety (90) days following the date of the repairs, in order to be eligible for warranty consideration.

REPLACEMENT PARTS WARRANTY BEGINS	WARRANTY ENDS
REPLACEMENT PARTS SOLD	90 DAYS

All defective parts shall be kept for eventual inspection. If, at the request of Pierce, the dealer fails to return the defective part(s) within fifteen (15) working days of the request, Pierce reserves the right to automatically deny

the warranty claim in question.

Any replaced or repaired part shall be under warranty for the remainder of the warranty period applicable to the product on which the part was installed. Pierce shall have no obligation or liability under this warranty unless an examination discloses to its satisfaction, that a returned part is defective. The warranty does not cover labor, shipping or any other associated costs.

NON-PIERCE MANUFACTURED ITEMS

Non-Pierce manufactured items carry manufacturer's warranty only. Pierce makes no warranty whatsoever in respect to proprietary components, parts, or trade accessories not manufactured by Pierce, but instead the applicable warranties, if any, of these respective manufacturers therefore shall be assigned to the first customer.

THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES, WHETHER WRITTEN OR VERBAL, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

THIS WARRANTY IS TO BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE EXISTING LAWS, TRADE PRACTICES AND USES OF BOTH CANADA AND THE UNITED STATES.

2.3.0 DISCLAIMERS

No Pierce representative or distributor has the authority to modify, extend or change the clauses of this warranty.

The provisions of this warranty shall not apply to any part which is used for a purpose for which it is not intended, or which shall have been repaired or altered in any way so as, in the judgment of Pierce, to adversely affect its performance and reliability, or which has been subject to improper maintenance, misuse, negligence, accident or improper installation.

Pierce shall not be held liable for damages (i.e. lost production time, etc.), including accidental or incidental damages arising from its fault, negligence or other causes. The above-mentioned warranty shall constitute the sole right and recourse available to the customer.

3.0.0 WARRANTY VALIDATION

For warranty to be valid, the following information is required:

1. First customer's start-up date as indicated by dealer's machine in-service records.
 - a. In the event a delivery date to the first customer is not on file, then the original Pierce ship-date will become the effective in-service date
2. Installation Inspection Report (if applicable) is required to be completed and returned to Pierce for those products installed exclusively by the dealer. Applicable products include, but are not limited to, excavator conversions, delimiters & processors, paralift, etc.).

3.1.0 DEALER REIMBURSEMENT

PARTS

All approved parts shall be credited as follows:

- As charged by Pierce for the replacement part(s).
- Proof of purchase from Pierce is required.
- All parts must be held for potential inspection.

NOTE: Only genuine Pierce parts purchased from Pierce can be claimed.

LABOR

Refunds will be approved only for reasonable dealer labor.

And for certain repairs, Pierce utilizes a predetermined budgeted time estimate. Labor reimbursement will be credited accordingly. Labor reimbursement is only for machines within their standard warranty time frame.

Contact the Warranty Administrator for appropriate labor rates.

Where the distributor must entrust all or part of the repair work to a subcontractor, a written estimate shall be prepared beforehand. Pierce's Warranty Administrator shall approve the estimate prior to any work being executed. The same refund policies applies for this work.

NOTE: Pierce warranty policy is not designed to provide a profit center for the dealer. Rather, our intent is to cover dealer expenses only. For this reason, our warranty rate may not match the dealer rate reflected on a claim.

3.2.0 APPEALS

A dealer who wishes to appeal a claim decision must communicate in writing the reasons for requesting a second examination to the Pierce Warranty Administrator. A committee of experts will review each case for final decision.

3.3.0 WARRANTY POLICY: PRODUCTS IN STOCK

The dealer shall conduct periodic monthly inspections of product(s) in stock. All forms used for this purpose must be kept on file on the dealer's premises so that copies may be supplied to Pierce upon request. The dealer shall be solely responsible for any breakage, loss or deterioration that may occur to products in inventory, and shall take the necessary steps to ensure that products are properly stored. If, during the storage period, a warranty claim is deemed necessary, it shall be accepted only in the case of a manufacturing defect, and not in the case of improper protection or storage.

3.4.0 WARRANTY POLICY: PRODUCTS ON DEMONSTRATION/RENTAL

Demonstrations are sometimes required to promote sales. It is the dealer's responsibility to ensure that any product used as a demonstrator is in perfect working order.

A product used as a demonstrator with fewer than two hundred (200) hours shall be considered 'as new' for warranty validation purposes.

In the case a product which has logged more than two hundred (200) hours of use as a demonstrator, warranty validation shall take into account the number of demonstration hours logged.

If requested by Pierce, a Demonstration Report should be sent to Pierce's Warranty Administrator.

For rental products, our standard warranty policy applies. The first rental customer shall be considered the first customer, initiating the warranty period.

4.0.0 WARRANTY CLAIMS

4.1.0 WARRANTY CLAIM PROCEDURES

The warranty claim procedure is designed to minimize the dealer time and effort required to submit claims, as well as provide the best possible settlement.

To ensure prompt settlement, a Warranty Claim must be submitted in accordance with the process set forth in this document.

The only acceptable warranty claim is that produced by Pierce. It is available at

<https://piercepacific.com/support/#warranty>

NOTE: A dealer service invoice will not be a recognized substitute in lieu of a properly submitted claim through Pierce's website warranty portal.

The procedure for completing and filing a claim is as follows:

COMPLETING & SUBMITTING A CLAIM (see appendix 2)

1. Log on to <https://piercepacific.com/support/#warranty>, and select 'Yes' to 'Are you submitting a Warranty Claim today?'
2. For reference, enter your own dealer claim number in the Dealer Claim Number field.
3. Within the Warranty field, select Select Files in order to upload all relevant files to your claim (ie dealer work orders, photos, invoices, relevant correspondence, etc). Selecting Select Files will automatically navigate you to your own computer directory in order to attach your files applicable to your claim.
 - a. NOTE: If applicable, enter the serial number of the Pierce part (ie motor, cylinder, etc.) for both the failed part, as well as the replacement part.
4. Complete all Dealer Contact Information fields.
5. Complete all End User Contact Information fields.
6. Within Dates, enter first customer start up, failure, and repair dates.
7. Enter all relevant Product Information (ie machine make, model, SN, machine hours, as well as a description of the complaint under review).
 - a. Also, select Select Files and upload all photos related to the failure.
8. Within Claim Material, list all parts being submitted for warranty consideration.
 - a. NOTE: When claiming the material cost, please enter the cost invoiced from Pierce to the dealer, rather than the cost charged from the dealer to the customer.
9. Within Claim Labor, list all labor being submitted for warranty consideration.
10. Within Claim Travel Time, list all travel labor being submitted for warranty consideration.
 - a. NOTE: Maximum travel time allowed is 6 hour round trip.
11. Within Additional Expenses, describe any related expenses incurred with the repair (ie 3rd party contract labor, etc) that was not captured in the fields above, if applicable.
12. Lastly, within Submitted By, identify your contact information (likely the dealer's Warranty Administrator).

REQUIRED

- Each claim that includes replacement part(s) must be accompanied by a copy of the Pierce parts invoice, so as to justify the refund amount being claimed.
- When breakage is structural, photographs clearly showing the state of the product before and after the repair (such that the damages, as well as the corrective action taken) must be included with the submitted claim.

NOTE: To assure a proper structural repair, the dealer must request procedural, as well as financial authorization by sending a written estimate of the cost of the applicable repair work.

- In the case of repair work completed as instructed by Pierce representative(s), enter the representative's name and the date on which the advice was given on the claim form.
- All warranty claims must be submitted no later than ninety (90) days after the date of the failure.

	WARRANTY CLAIM MUST BE SUBMITTED
FAILURE DATE	90 DAYS AFTER DATE OF FAILURE

NOTE: In the event a delivery date to the first customer is not on file, then the original Pierce ship-date will become the effective in-service date.

NOTE: The Pierce Warranty Claim is available in electronic format at <https://piercepacific.com/support/#warranty>

RETURN OF PARTS, AS REQUESTED

Failed or defective parts requested for return by Pierce shall be returned, transportation charges 'prepaid' by the dealer with prior return authorization from Pierce providing the parts have failed within the warranty period. However, a Warranty Claim must be submitted first, and in accordance with the Warranty Claims Procedure as outlined (section 4.1.0). Pierce will determine whether parts will be replaced, repaired or credit issued. Collect shipments will be refused.

ISSUING A WARRANTY CREDIT

Warranty credit for parts shall be based on the actual net price shown on the applicable Pierce invoice for which the replacement parts were obtained, or alternatively on the net price in effect on the date the failure occurred.

If material is not approved for credit, then the dealer will be advised as to the reason for denial, and in turn, disposition of the returned parts will be requested. Material in which no credit is issued will be held for a maximum of thirty (30) days by Pierce while awaiting instructions regarding its disposition, after which it will be discarded.

PARTS RETURNED TO PIERCE WILL BE DISCARDED 30 DAYS AFTER NOTIFYING THE DEALER THAT THEY CAN BE RETURNED.
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DISCARDING OF MATERIAL AT DEALER/CUSTOMER'S FACILITY

Authorization by Pierce's Warranty Administrator must be obtained prior to the dealer discarding parts under warranty consideration.

4.2.0 RETURNING CLAIMED/DEFECTIVE PARTS

In the case that claimed/defective parts need to be returned to Pierce for evaluation, a Return Materials Authorization Number (RMA#) issued by Pierce is required for parts requiring further inspection. Parts must be returned freight 'prepaid, to attn. Pierce's Warranty Administrator. All parts shipped should be shipped to Pierce's Portland, Oregon facility, unless otherwise advised. See appendix 1 for shipping information. To expedite claim processing, returned parts must be cleaned and identified with the Return Materials Authorization number (RMA#) clearly labeled on the return packaging, along with a hardcopy accompanied within the shipment.

In cases where the dealer does not return a claimed/defective part required by Pierce within fifteen (15) working days of the date indicated by the Return Materials Authorization Number (RMA#), then the associated claim may be denied.

DEFECTIVE PARTS MUST BE RECEIVED WITHIN 15 DAYS OF PIERCE'S REQUEST (OR CLAIM MAY BE DENIED).

IMPORTANT: Do not ship returned parts without an RMA#. Contact Pierce's Warranty Administrator for RMA#.

4.3.0 FIELD CAMPAIGN PROCEDURES

NOTIFICATION OF CAMPAIGN

- Notification of campaign programs will be provided to the affected dealer through a Service Bulletin from Pierce's Service and/or Warranty Department which will contain complete campaign instructions, serial numbers affected, and service parts (by part number) to be campaigned.
- A single Service Bulletin will be issued to cover each authorized campaign.

- The identification number of the bulletin is important in that it is essential that this identification be used, not only on each claim presented, but also on any related correspondence.

DESCRIPTION OF CAMPAIGN PROCEDURE

Each bulletin will contain a brief description of the product circumstance encountered in which the campaign is intended to correct. A complete and comprehensive campaign procedure with all instructions necessary will be contained in the bulletin (i.e. part numbers to remove & install, disassembly and assembly procedures, special safety notes, identification stamping instructions on the product or nameplate, etc.)

ORDERING CAMPAIGN MATERIAL

Upon receipt of the bulletin announcing a campaign, the organization responsible for executing the campaign should determine the number of units within its service responsibilities thereby projecting campaign parts requirements. These should be purchased immediately and all at once (if multiple units apply) by placing an order with Pierce's Parts Sales Department.

A complete listing of appropriate parts to be removed, as well as parts required, will be contained in the bulletin.

CAMPAIGN REIMBURSEMENT

- Upon completion of the campaign, a Warranty Claim should be submitted requesting credit. Reasonable or pre-arranged labor expenses will be agreed to by Pierce.
- The Campaign or Service Bulletin number and the identifying serial number and model number of the Pierce product must be entered on the Warranty Claim.
- Only the material specified in the bulletin as being necessary to complete the campaign will be accepted on the claim submitted.
- The claim shall be filed in accordance with procedures outlined in section 4.1.0.
- When parts are authorized in the bulletin to be returned to Pierce, credit consideration will not be given to any claim until the parts are received by Pierce. An RMA# is required for all accompanied returned parts.

IMPORTANT

NOTE: It is Pierce's intent to correct the conditions outlined in the Campaign Bulletin. However, any unreasonable delay on the part of the organization conducting the campaign, or problems encountered in product availability could result in additional damage or abnormal wear to ancillary parts. Pierce cannot accept responsibility for any ancillary damage or abnormal wear to other components which could reasonably be attributed to delay in conducting a timely campaign repair.

PIERCE SERVICE ASSISTANCE & REPAIRS

In the event that Pierce factory assistance is required, the service and repair work will be scheduled on an 'as available' basis and is subject to the following terms:

- Service work will be invoiced at the prevailing labor rates for regular and overtime work, and must be preceded by a purchase order from the dealer.
- Service work which may be of possible warranty nature will still require a purchase order from the dealer prior to the work being done. The service work will be considered as billable service work until such time as an informed determination can be made. The customer is responsible for all or any part of the work not subsequently determined to be of a warrantable nature.
- Warranty and/or possible warranty service work will be provided on a regular time basis only. If overtime work is required because of dealer/customer requirements, a purchase order will be required in advance to cover the premium portion of the expected overtime.
- Pierce labor assistance will only be recognized as standard rate labor with regards to warranty. It is assumed that any overtime labor is a special request of the dealer/customer and thus the premium becomes dealer responsibility.

5.0.0 MANUALS & SERVICE PUBLICATIONS

NEW PRODUCTS

Parts, Operations & Service Manuals are prepared and available as an aid to proper and efficient operation, maintenance and repair of all Pierce products. A distribution policy provides two (2) copies, either hardcopy or electronic, of our Parts, Operations & Service Manuals inclusive with the purchase of a new Pierce or Denharco product. One set is assigned to the first customer, and the second set is assigned to the selling dealer. It is the dealer's responsibility to deliver (1) set of manuals to the first customer. Additional copies can be obtained by purchasing through Pierce's Parts Department. (See below for contract information.)

Due to the machine-specific or custom nature of Pierce products, manuals should be expected to be available a reasonable time after delivery of product.

USED/NON-CURRENT MACHINES

Parts, Operations & Service Manuals for non-current Pierce and Denharco products are available and subject to availability. In some cases delay may be encountered in obtaining materials for non-current machines or components. Manuals for non-current products can be ordered from Pierce's Parts Sales Department.

SERVICE LITERATURE PROCUREMENT & CHARGES

Dealer requests for additional manuals must be made using a written purchase order which must include the Pierce model number and serial number of the applicable product, as well as the name of the person at the dealer's organization to which the material is to be sent.

All literature can be ordered through:

Pierce Pacific Manufacturing, Inc.

Physical Address:

4424 NE 158th Ave.
Portland, Oregon 97230
U.S.A.

Mailing Address:

P O Box 30509
Portland, Oregon 97294
U.S.A.

Pierce Parts Sales

Telephone: 503.808.9390
Toll Free: 800.824.3637
Fax: 503.808.9370

E-Mail: msb@piercepacific.com

6.0.0 DEALER RESPONSIBILITIES

As a Pierce dealer, you are responsible for:

- Conducting a visual inspection whenever a Pierce product is unloaded on your premises.
- Inspecting each product for damage that may have occurred during transit.
NOTE: Pierce cannot be held liable for damages that occurred during transit. Any associated claims must be filed with the freight carrier.
- Inspecting all packaged parts or components within 5 business days of receipt against the packing slip in order to if the shipment is accurate and complete. If there are missing parts, please notify Pierce immediately.
- Conducting a final installation inspection at time of completion using the Pierce Installation Inspection Form (if available). Contact Pierce for Installation Inspection Form for specific product.
- The dealer is solely responsible for any breakage, loss or deterioration that may occur to products in inventory and must take the necessary steps to ensure that products are properly stored. If, during the storage period, a warranty claim is deemed necessary, it shall be accepted only in the case of a manufacturing defect, and not in the case of improper protection or storage.
- Conducting a final inspection at the time the equipment is commissioned at the work site, using the Pierce Installation Inspection Form (if available).
- Forward all Pierce Service Bulletins, Product Updates, etc. to the customer within 7 days of receipt of such information.
- Record machine in-service date.
- Process all claims in accordance with the Pierce Warranty Manual.
- As the customer's primary source of information, you are responsible for informing your customers about the necessity of following a preventive maintenance program, best operating practices, and the safety rules to be followed when using Pierce products.
- Service or Product Support Representatives can help you solve technical problems over the telephone. And in cases where a Pierce Service Representative may be required on site, the dealer is responsible for dispatching his own technical personnel to the site at the same time, as well as issuing a purchase order to Pierce for Pierce's labor.
- Provide customer with all necessary manuals & relevant publications for the safe operation and timely maintenance of the Pierce product.

NOTE: Pictures do "say a thousand words". Claims are likely to be processed more efficiently when pictures of failures and repairs are submitted with a claim. Please take photos anytime repairs are made for which parts will not be submitted for inspection.

6.1.0 CUSTOMER RESPONSIBILITIES

As a Pierce customer, you are responsible for:

- Preventative Maintenance: Regular routine maintenance must be performed according to the Pierce maintenance procedures outlined in the Pierce Parts, Operations & Service Manuals of applicable product.
- Repair Procedures: Any repair procedure must follow accepted industry practice and meet factory approval. Parts necessary for maintenance and repair must be genuine Pierce parts.
- Records Submission: Certain Pierce products may require operating and maintenance records to be submitted. This information must be submitted to Pierce when requested.
- Compliance: Failure to comply with any of the requirements set forth in this Warranty Manual could result in the amendment or cancellation of warranty coverage. In this event, Pierce will not refund the unused portions of any warranty.

APPENDIX 1: CONTACT US

Pierce Pacific Manufacturing, Inc.

Physical Address:

4424 NE 158th Ave.
Portland, Oregon 97230
U.S.A.

Mailing Address:

P O Box 30509
Portland, Oregon 97294
U.S.A.

Telephone: 503.808.9110
Toll Free: 800.760.3270
Fax: 503.808.9370

General Email: info@piercepacific.com
Warranty Email: warranty@piercepacific.com

Website: www.piercepacific.com

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Telephone: 503.808.9390
Toll Free: 800.824.3637
Fax: 503.808.9370

E-Mail: msb@piercepacific.com

APPENDIX 2: WARRANTY CLAIM HOMEPAGE

1-800-760-3270
Fax: 503.808.9111



800.760.3270

PRODUCTSCOMPANYSUPPORTDOWNLOADSCONTACTCAREERS



Support Locations and ContactsWarranty Forms and Downloads

Warranty Forms and Document Downloads


Parts Sales Terms & Conditions


Pierce Terms & Conditions


Pierce Warranty Manual

Submit Warranty Claim

If you would like to submit a Warrant Claim, select "Yes" below and complete the Warranty Claim Form. Once you complete and submit the form with the required documentation (photos, invoices, service reports, etc.), you will be forwarded to a Warranty Claim Summary containing the details of your completed form. Save a copy of the document for your dealer records.

If for any reason you are unable to upload the required documentation using this form, print a copy of the Warranty Claim Summary and submit your claim and documentation by:

Email: warranty@piercepacific.com

Fax: 503.808.9111 attn. Pierce Warranty Administrator

Mail:

Pierce Warranty Administrator
PO Box 30509
Portland, OR 97294

Are you submitting a Warranty Claim today?

☒ Yes ☐ No



Dealer Claim Number

Warranty

Drop files here or

Select files

Accepted file types: jpg, gif, png, pdf, doc, docx, Max. file size: 100 MB.

Please upload a copy of Pierce replacement parts invoice. Invoice is required for claim to be valid. When uploading, please allow your file(s) to fully upload (upload % meter will display 100%).

Dealer Contact Information

Dealer Company Name

Dealer Contact

First Name

Last Name

Phone

Fax



Email

APPENDIX 3: TERMS AND CONDITIONS OF SALE

TERMS AND CONDITIONS OF SALE

These Terms and Conditions of Sale (these "Terms") apply to all sales by Pierce-Pacific Manufacturing, Inc. ("Pierce") to the identified dealer or other purchaser ("Customer").

1. **DELIVERY.** Pierce will use reasonable efforts to deliver products or complete services by dates requested by Customer. Unless otherwise agreed in writing, Pierce will deliver products to Customer's address set forth on the applicable Pierce sales quote or order confirmation, using Pierce's standard methods for packing and shipping. Once a product is complete and ready to ship, Pierce will invoice and the risk of loss or damage will pass to Customer even if the product remains at Pierce at its request, until Customer makes satisfactory shipping arrangements (effectively establishing a Bill & Hold arrangement).

2. **TAXES, FREIGHT AND PAYMENT.**

(a) Prices are F.O.B. Pierce's facilities, Portland, Oregon, and exclude sales, use, and similar taxes and duties. Pierce will invoice Customer for freight charges and, unless Customer provides a tax exemption certificate, applicable taxes.

(b) Customer will make shipping arrangements and bears all risk of loss or damage during transport. Pierce will arrange for insurance during transport, at Customer's request and expense. Customer is to notify the carrier or insurer in case of damage during transport. Customer will be responsible for all loading costs and provide all equipment and labor necessary for receipt at the delivery point.

(c) Payment terms are as stated on the applicable Pierce sales quote or order confirmation. Overdue amounts will bear a late payment charge of 1 1/2 percent per month or, if less, the maximum lawful rate, from the invoice date.

(d) If Customer fails to pay amounts due Pierce, Pierce will have the right to cancel any orders already accepted but not yet delivered to Customer, to refuse to make further shipments, and to require payment in advance for further orders, in addition to other available remedies.

3. **WARRANTY AND LIMITATIONS.**

(a) Pierce warrants that products and services will be free from defects in materials and workmanship for 90 days from delivery to Customer (or any longer period stated in a written warranty provided to Customer by Pierce for a specific product).

(b) Pierce's warranty does not apply to (i) products that have been subjected to misuse or accident, (ii) products that are improperly installed by Customer, (iii) products that have been

modified or repaired by anyone other than Pierce personnel without Pierce's written approval, or (iv) products, or components of products, that were manufactured by a third-party. Pierce passes through and assigns to Customer any third-party manufacturer warranty covering products or components of products to the extent Pierce is a beneficiary of the manufacturer warranty and permitted to assign such warranty.

(c) EXCEPT FOR THE EXPRESS WARRANTY STATED ABOVE OR IN ANY WRITTEN WARRANTY DELIVERED TO CUSTOMER WITH A PRODUCT, PIERCE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES AGAINST INFRINGEMENT, OF MERCHANTABILITY, OR OF FITNESS FOR A PARTICULAR PURPOSE.

4. **REMEDIES AND LIMITATIONS.** Customer's remedy for breach of any Pierce product warranty is limited to repair, replacement, or refund of the purchase price of any defective product (at Pierce's option). Customer's remedy for breach of any service warranty is limited to correction of or refund of the charge for any defective service (at Pierce's option). IN NO EVENT WILL PIERCE BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, HOWEVER CAUSED. REGARDLESS OF THE THEORY OF LIABILITY, PIERCE'S LIABILITY WITH RESPECT TO ANY PRODUCT OR SERVICE WILL NOT EXCEED THE PURCHASE PRICE OF THE PRODUCT OR CHARGE FOR THE SERVICE.

5. **ACCEPTANCE.** Customer must notify Pierce in writing of any defect in products or services within five business days following receipt of products or completion of services. Failure to so notify Pierce constitutes acceptance of products and services.

6. **RETURNS.** Customer must obtain a Return Merchandise Authorization from Pierce before returning any product. Pierce will not accept and will not be responsible for any product returned without a Return Merchandise Authorization, and reserves the right to refuse to issue such an authorization other than for warranty purposes. Customer will pay all return transport costs. If Pierce permits return of a product other than for warranty service, Pierce reserves the right to charge a restocking fee.

7. **REMOTE INSTALLATION.** Pierce offers remote installation assistance for certain products in conjunction with its dealers. Refer to the Pierce Installation Procedures for Pierce's scope of services for a given product, as well as dealer's supply requirements and the additional terms and conditions applicable thereto. In addition, any quoted dealer labor costs are estimates only based on historical data and subject to variation based on actual costs of installation and Customer requirements and circumstances. Pierce assumes no responsibility for dealer cost overruns of any nature. For additional detail please see <https://piercepacific.com/wp-content/uploads/2023/01/pierce-installation-assistance-2023.pdf>.

8. **SECURITY INTEREST.** To secure payment of amounts due, Customer hereby grants to Pierce a security interest in all products sold by Pierce to Customer. In case of Customer's default in payment, Pierce will have the rights provided by these Terms and all rights of a secured party under the Uniform Commercial Code.

9. **INDEMNITY.** Customer acknowledges that products such as heavy equipment can be extremely dangerous if not used as intended, and that such products must be used only by persons who have been instructed as to proper use and maintenance. Customer will indemnify Pierce against any loss, liability, or cost (including reasonable attorney fees at and before trial and on appeal) arising from Customer's selling the products to or permitting their use by persons who have not been instructed in their proper use and maintenance. The foregoing indemnity will not apply to the extent the loss, liability, or cost is due to Pierce's gross negligence or willful misconduct.

10. **INSURANCE.** For at least three years after Customer's purchase of any product, Customer will carry and maintain in full force and effect commercial general liability (including product liability) insurance in an amount not less than \$1,000,000 per occurrence from an insurer with an AM Best rating of A- VII or better. The insurance must name Pierce as an additional insured or include a blanket endorsement that covers Pierce and provide that it may not be modified or cancelled except on 30 days' advance notice to Pierce. Customer will provide Pierce with evidence of such insurance upon Pierce's written request.

11. **RESPONSIBILITY FOR CUSTOMER'S MATERIALS.** Pierce is not responsible or liable for damage to or loss or destruction of

drawings, samples, patterns, fixtures, components, parts or other items provided by Customer. Pierce may dispose of such materials if Customer does not request their return upon delivery of products or completion of services. Customer will indemnify Pierce against all loss, liability, and cost (including attorney fees at or before trial and on appeal) incurred as a result of any claim that Pierce's use of such materials or any Customer design infringes the rights of any other party.

12. **FORCE MAJEURE.** Pierce is not liable for any delay or failure of performance caused by governmental regulation, fire, flood, wind, strike, labor disturbances, accident, epidemic, embargo, act of God, or any other cause beyond Pierce's reasonable control, any of which will be considered an excused delay.

13. **COMPLIANCE WITH LAW.** Customer must comply with all applicable laws, including export and import laws.

14. **NOTICES.** Notices must be in writing and addressed to the intended recipient at the address set forth on the applicable Pierce sales quote or order confirmation, or to such other address as the recipient may have specified by notice. Notices are effective upon receipt.

15. **GENERAL.** Any modification or waiver of these Terms must be in writing and refer specifically to these Terms. Nothing in these Terms, any warranty, or the applicable Pierce sales quote or order confirmation is intended to or shall confer any right or benefit on any other party. These Terms are governed by Oregon law, excluding choice of law rules. U.S. federal courts or Oregon state courts in each case located in Multnomah County, Oregon, will have exclusive jurisdiction over any suit, action, or proceeding relating to the sale of products or services, and each party irrevocably submits to the jurisdiction of such courts. If any provision of these Terms is unenforceable in any jurisdiction, such unenforceability will not affect other provisions or render that provision unenforceable in any other jurisdiction. These Terms, together with any separate warranty and the applicable Pierce sales quote or order confirmation, represent the entire agreement between Pierce and Customer. DIFFERENT OR ADDITIONAL PROVISIONS OF ANY PURCHASE ORDER OR SIMILAR DOCUMENT SUBMITTED BY CUSTOMER ARE OBJECTED TO AND ARE NOT BINDING ON PIERCE. Pierce's acceptance of any purchase order or similar document submitted by Customer is expressly conditioned on Customer's assent to these Terms.

[End of Terms and Conditions of Sale]



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