



## HiVol<sup>®</sup> Water Tank Warranty – USA (Domestic)

Three (3) year limited HiVol<sup>®</sup> Water Tank warranty from date of product shipment to first purchaser covering the leak proof integrity and workmanship as supplied by Philippi-Hagenbuch, Inc. (here-in-after referred to as PHIL). PHIL's liability under this product warranty is strictly limited to repair or replacement of parts or components which are found to be defective by PHIL. PHIL is not responsible for equipment down-time, lost production or similar consequential damages/expenses.

In the event that any product problems develop, either at product installation or during product operation, prior to beginning any warranty related work that might be billable to PHIL, other than where allowed for by prior agreement, PHIL without exception must be contacted for authorization and correct repair procedures. No product warranty claims will be accepted without PHIL's prior authorization.

Product flaws or failures that might possibly occur will be subject to a PHIL Finite Element Analysis with final responsibility for the problem and associated corrective action then determined.

## Additional Conditions Applicable to Warranty Claims

- For equipment on which PHIL products are installed/ preventative maintenance inspection records, whether or not noting the PHIL product in question, must if requested be provided to PHIL.
- If as part of PHIL's warranty administration, it is decided by PHIL that equipment needs to be inspected on a regular basis, if these inspections are conducted by PHIL then it is understood that equipment will be cleaned and made available for inspection during normal business hours – 7AM to 5 PM Monday through Friday. Provided reasonable notice is given, failure to properly make equipment available for inspection by PHIL will void the warranty responsibilities.
- PHIL's intent is to honor all valid warranty claims. For any/all warranty claims, PHIL reserves the right to inspect the product and if on inspection the warranty claim is not a PHIL responsibility per PHIL's findings, inspection costs, i.e. travel, time and any other associated expenses will be billed with all future PHIL warranty responsibilities contingent on payment for such costs.
- Haulage Equipment On-Board Weighing Data Records must be provided to PHIL upon request.

## PHIL HiVol<sup>®</sup> Water Tank Warranty (Continued)

- Upon contacting PHIL for parts that have failed due to workmanship or defect, proof of part defect may be required including but not limited to submitting photos of the damaged part or shipping the defective part back to PHIL for analysis. A purchase order for such parts is required by the customer prior to part shipment. If after analysis it is found that the damage was caused by normal wear and tear, abuse or neglect, the cost of the replacement part(s) and any other associated expenses will be billed with all future PHIL warranty responsibilities contingent on payment for such costs
- Warranty does not cover product abuse, misuse, or misapplication. Where it is determined after a warranty claim is made that continued running of equipment will further damage the equipment then PHIL's warranty responsibility ends with the damage "as first noted" with any further damage as a result of continued running of the equipment being the responsibility of the equipment user. Warranty is voided if product is used for hauling/carrying/containing materials that are different than what the water tank was originally designed.

If PHIL, in honoring a product warranty, has to perform service work, the equipment must be pre-cleaned and made available during normal business hours – 7AM to 5 PM Monday through Friday. If service work has to be done outside normal business hours the equipment user/owner agrees to pay for premium charges associated with such work or PHIL's warranty is voided.

All implementations of PHIL's product warranty are conditional both on timely initial product payment per sales terms and the equipment user's ongoing account being current with all payments. Failure to pay in a timely manner voids the product warranties.

If PHIL, at a purchaser's-imposed request, designs components of a product or a product outside PHIL's established design parameters, PHIL will advise the user that higher than desired stresses/loads may occur and the purchaser in advance agrees to accept product problems/failures associated with such imposed product design stipulations.

## For Warranty Claim Authorization

Call: (309) 697-9200 Email: sales@philsystems.com