

# LIMITED WARRANTY POLICY

## I. WARRANTY

Rock Hog Drilling Products, Inc. warrants each new product made by it to be free from defects in material and workmanship for 180 days from the date of initial sale, (initial sale date to be the invoice date of the product from the manufacturer) and agrees only to repairs, replace, or give credit toward, at its own expense, the product found to be defective in material or workmanship, provided manufacturer is notified in writing of such defect or defects within the 180 day warranty period. At no time will any cash refund be remitted to resolve a warranty claim. Defects caused by improper use or application shall not be considered defects within the scope of the foregoing warranty. If any repairs, alterations, or modifications are made to the product the manufacturer shall be relieved of responsibility for fulfillment of this warranty. If improper use, lack of lubrication, or lack of or improper maintenance are made on or used with the products, the manufacturer shall also be relieved of responsibility for fulfillment of this warranty.

## II. DISCLAIMER

Under no circumstances shall manufacturer be liable for any consequential or special damage which any person, firm, corporation, or other entity may suffer or claim to suffer or incur or claim to incur as a result of any defect in the product or in any correction or alteration thereof made or furnished by the manufacturer or others. "Consequential" or "Special" damages as used herein includes but is not limited to costs of transportation, lost sales, lost profits, lost income, increased overhead labor and material costs, and costs of manufacturing variances and operational inefficiencies.

## III. MAXIMUM LIABILITY

The maximum liability of the manufacturer under the exclusive warranty set forth herein shall be the amount paid to Rock Hog Drilling Products, Inc. by the customers, for the component specified.

## IV. ENTIRE LIABILITY

This warranty constitutes manufacturer's entire warranty. Manufacturer expressly disclaims any other warranties of any kind whatsoever as to the product furnished hereunder, including but not limited to express or implied warranties as to merchantability, fitness for particular purposes sold, description or quality of the product furnished here under.

## V. WARRANTY PROCEDURE

### *WARRANTY CLAIMS WILL BE RESOLVED WHEN:*

1. Detailed photographs, which must include the product serial number, are returned to Rock Hog with the product part number, date purchased, and the information required under item #2 as follows. (Note: All products where a warranty claim is pending are required to be kept by the distributor until Rock Hog makes a full disposition of the claim. Rock Hog reserves the option to have the product returned to the manufacturer in the event the photographs are inconclusive in resolving the claim.)
2. The distributor is to advise Rock Hog of the problem with the product including the footage the product drilled, air pressure, rock type, and drilling location. On bits the

diameter over the gage row must be given along with the width across the flats on the gage row buttons. In addition the distributor is requested to supply other pertinent information useful in analyzing the claim.

3. Rock Hog will issue a credit of up to a maximum of the amount paid to Rock Hog for the product. Rock Hog reserves the right of final determination of any credit to be issued.
4. Where the customer's account is past due with the manufacturer, all warranty claim evaluations and or adjustments will be withheld until the customer's account is current. Once the customer's account is current, normal warranty procedures will resume.

## VI. PRODUCTS NOT WARRANTED

1. The limited warranty policy applies to our standard line of products as shown in our most current product catalog.
2. Hammer parts warranted are:
  - a. Back Heads
  - b. Air Distributors
  - c. Wear Sleeves
  - d. Cylinders
  - e. Chucks
  - f. Pistons
  - g. Bearings

All other hammer parts are consider disposable and are not warranted.

3. DTH Drill Bits with oversize heads, per the following are not covered by warranty.
  - a. DTH Bits over 4.00" Head Diameter on a 3" Series Shank
  - b. DTH Bits over 5.00" Head Diameter on a 4" Series Shank
  - c. DTH Bits over 6.00" Head Diameter on a 5" Series Shank
  - d. DTH Bits over 7.00" Head Diameter on a 6" Series Shank
  - e. DTH Bits over 10.00" Head Diameter on a 8" Series Shank
4. Manufacturer does not warranty carbide breakage of "Ballistic" style buttons. Additionally, manufacturer will not warranty any damage caused by this breakage. "Ballistic" style button bits have an aggressive drilling nature and are not suited for all drilling conditions.
5. Manufacturer does not warranty standard catalog items where defects are caused by improper use or where repairs, alterations, or modifications, are made to the product. In addition the manufacturer does not warranty defects caused by improper use, unsafe practices, lack of lubrication, or lack of or improper maintenance on any standard catalog item.