

Telsmith, Inc.

An Astec Company

Service and Warranty Policy Manual

06/06

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Preface

The policies and procedures in this publication have been developed to assist you in accessing the support services available from Telsmith personnel. Our services include experienced Application, Service and Parts Departments to provide you with superior service and "after-sale" support.

In all our efforts our primary goal is to provide you with quality products and the best service and support possible. Your adherence to the policies and procedures in this publication will help insure we achieve that goal together. The cooperation extended to each other will result in both parties finding resolution in a timely and satisfying manner.

Another goal of this publication is to define our warranty and to identify what steps are required by both Telsmith and our customers to ensure that all equipment will operate without unnecessary repairs and expenses for many years to come.

Service Assistance

Phone **800-765-6601**

service@telsmith.com

Parts Orders or Assistance

Phone **800-688-6601**

Fax (262) 242-7861

parts@telsmith.com

WARRANTY

Telsmith, Inc.

An Astec Company

Telsmith, Inc. (Manufacturer), warrants that, commencing with the date of shipment to the first end-user and for a period of 12 months or 2,000 operating hours thereafter, whichever occurs first, all machinery and parts manufactured by Manufacturer and any installation performed by Manufacturer to be free from defects in workmanship and material. If, within such warranty period, any machinery or part shall be proved to Manufacturer's satisfaction to be defective, it shall be repaired, or at the Manufacturer's option, replaced, F.O.B. shipping point without charge. Manufacturer's obligation hereunder shall be confined to such repair or replacement, and does not include any charges, direct or indirect, for removing or replacing defective machinery or parts. No Warranty shall apply to used machinery nor to machinery, parts or accessories which have been furnished, repaired or altered by others so as, in Manufacturer's judgement, to affect the same adversely or which shall have been subject to negligence, accident or improper care, installation, maintenance, storage or other than normal use or service, during or after shipment. With respect to machinery, parts or accessories to Manufacturer's products which are furnished, but not manufactured by Manufacturer. Manufacturer's warranty obligation shall in all respects conform and be limited to the warranty extended to Manufacturer by its supplier or, if none, to the warranties expressed herein.

No warranty shall apply to any portion of the Manufacturer's product adversely affected, in Manufacturer's judgement, by the use or installation on any product of the Manufacturer of any part, attachment or equipment not manufactured by, sold or authorized by the Manufacturer.

Manufacturer further warrants that all services performed by it, including but not limited to advising services and services relating to installation or repair of machinery and parts thereof, will be performed in a good and workmanlike manner. Manufacturer's obligation and liability with respect to such warranty shall be limited to the amount received by it on account for such services or the amount reasonably allocable thereto.

THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES (EXCEPT OF TITLE) INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY; AND TELSMITH, INC. SHALL NOT BE SUBJECT TO ANY OTHER OBLIGATIONS OR LIABILITIES WHATSOEVER, EITHER IN CONTRACT OR ON ACCOUNT OF NEGLIGENCE, WITH RESPECT TO MACHINERY, PARTS, ACCESSORIES OR SERVICES MANUFACTURED OR FURNISHED BY IT OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATING THERETO. UNDER NO CIRCUMSTANCES SHALL TELSMITH, INC. BE LIABLE FOR ANY CONSEQUENTIAL OR OTHER DAMAGES, EXPENSES, LOSSES OR DELAYS HOWSOEVER CAUSED INCLUDING, WITHOUT LIMITATION, DAMAGES FROM DECREASE IN INCOME, INCREASE IN COSTS OF ANY DESCRIPTION OR DECREASE IN PROFITS, OR FROM FAILURE OF ANY PART OF THE MACHINERY FURNISHED HEREUNDER. ALL LIABILITY OF TELSMITH, INC. ON ACCOUNT OF NEGLIGENCE OR IN TORT IS HEREBY WAIVED BY DEALER AND PURCHASER. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.

Exclusions from Warranty

The following, but not limited to the following, are items that are excluded from warranty:

- ❑ Normal maintenance items such as hydraulic oil and other fluids, filters, fuses, o-rings, shop supplies, etc.
- ❑ Normal maintenance service such as all adjustments and alignments, hammer and wear liner maintenance, chute work, and tightening of bolts, nuts and fittings, etc.
- ❑ Warranty consideration will not be given as a result of a failure to properly maintain the machine per the instructions listed in the equipment operations and maintenance manuals, or as advised by Telsmith Personnel.
- ❑ Wear liners and hammers, etc., that have been worn to 50% or more of their original thickness will not be covered under warranty. These items are subject to normal wear and have proven to be non-defective in material if they have worn to 50% or more of their original thickness.
- ❑ On fabricated installation structures, Telsmith excludes from warranty minor fit problems that may require reaming of holes, trimming, etc. which are considered normal functions of erection.
- ❑ Failures as a result of misapplication, negligence, and operating the equipment outside of the normal range of design limits.
- ❑ Labor is not reimbursable for warrantable and non-warrantable parts and materials replacement.
- ❑ Claims that are submitted later than 30 days from the date of failure will be declined.
- ❑ *Transportation damage:* Any damage caused by a carrier handling is a transportation claim and should be filed immediately with the respective carrier. (Please refer to the Shipping damage page discussed later.)
- ❑ *Deterioration:* Repairs or parts exposed or worn as a result of age, storage, weathering, or lack-of-use are not covered under warranty.
- ❑ *Field modifications:* Only Telsmith approved parts or modifications and retrofits may be installed on equipment or attachments to equipment produced or sold by Telsmith. Written authorization must be obtained from Telsmith prior to any non-Telsmith modifications or replacement parts being installed.
- ❑ *Subsequent damage:* Should the customer/end user continue to operate a machine after it has been noted that a failure or questionable operation has occurred, Telsmith will not be responsible under the warranty for the resultant damage to other components due to that continued operation.
- ❑ *Guarding:* Local safety codes may require the use of special guards, safety shutdown devices, etc. Compliance with such laws is the customer / end user's responsibility and is not considered warranty. Telsmith manufactures equipment to MSHA regulations as interpreted by Telsmith. Local MSHA inspector code interpretations are the responsibility of the customer/end user.

Shipping Damage

Before machine shipments are tendered to the carrier, they are carefully inspected and certified by our Quality Manager to be in good condition. When the recipient of the goods signs the delivery receipt without exceptions to note otherwise, responsibility is relinquished from the shipper and carrier and is passed on to the recipient. Please keep in mind the following points for shipping damage:

⌋ **Thoroughly note damages and shortages.** It is imperative that any damages and/or shortages be noted in as much detail as possible directly on the original delivery receipt. Please do not simply use the words "subject to inspection." Explain in detail the nature of the damage, providing too much information is certainly better than not providing enough. Keep a copy of the signed receipt for your files and if possible take pictures of the damaged goods and the packaging.

⌋ **A copy of the signed delivery receipt must accompany any claim.** A clear and uncontested delivery receipt can void the claim. The same principle applies to common carrier shipments.

⌋ It is important to compare the package count noted on the Bill of Lading with the number received. After noting the damage or count discrepancy on the receipt, contact the carrier's local terminal and discuss the situation. Confirm the conversation in writing, as it will date the process. Submit a copy with the claim. **DO NOT** discard the original packaging. It is often the evidence needed to determine the cause of damage. The carrier may elect to send an unbiased inspector to the site and an inspection report will be completed and pictures taken.

⌋ The receiver will be asked to sign the inspection form. Read over it carefully and express any disagreements. Be sure to note if the shipment can be repaired, replaced or claim that it is a complete loss. Add the value accordingly if it can be determined. A copy of the inspection report also needs to be included in the claim presentation.

⌋ Another problem with receipts is **concealed damage**. The packages are fine, but the product inside is damaged. These are the most difficult claims to process and/or collect on and most claims will be denied due to poor inside packaging. The shipper or party responsible for the packaging is then held accountable for an explanation. A call should be placed to the carrier as soon as possible and pictures need to be taken for the records.

Warranty Request Procedures

The Warranty Request form shall be completed in its entirety with proper documentation to substantiate a warranty claim.

Warranty requests should be submitted to Telsmith using a Warranty Request form as soon as possible after the failure, and not later than thirty (30) calendar days of the date of failure. The warranty request form can be found on the next page of this document.

Warranty Claims should include the following information:

- ⌋ Customer name & address
- ⌋ Equipment location (city, state, or quarry name)
- ⌋ Model of equipment
- ⌋ Serial Numbers and Order Numbers of all equipment
- ⌋ Dates: Failure of component.
 Installation of component.
 If failure occurred on a replacement part, the original date that the part was installed.
- ⌋ A detailed explanation of the reason for the claim. Please describe the failure in complete detail.

If you need assistance in completing a Warranty Request form, please call the Telsmith Service Department at (800) 765-6601 for assistance.

Telsmith, Inc. Warranty Request

Date _____

Claim # _____

(Assigned by Telsmith)

P.O. Box 539
 Mequon, WI 53092-0539
 Phone 262-242-6600
 Fax 262-242-7861

- Submit claims within 30 days of part failure
- Please complete all relevant information
- Please type claim

- Retain a copy for your records
- Return components within 60 days of failure
- Authorize all returns

Nature of Claim: New Machine Repair Parts Used/Rebuilt Machine

Dealer (if applicable):		Customer:	
Street Address or P.O. Box:		Address:	
City, State:	Zip Code:	City, State:	Zip Code:
Phone:	Fax:	Phone:	Fax:
Machine Order Number:	Date Machine Shipped:	Machine Description:	Machine Serial No.:

Components Replaced *Date Replacement Components installed* _____

Item	Qty.	Part Number	Description	Invoice No.	Price	Extended
1						
2						
3						
4						
5						
6						
7						
8						

Please describe nature of failure or reason for warranty consideration (use back of form as necessary). Please attach any supporting documentation to assist us in processing your request.

Information requested below (if applicable) is required for warranty consideration.

Type of Lubricant: _____	Frequency of Change: _____	Time in use: Hours _____
Oil Temp In: _____	Oil Temp Out: _____	Days: _____ Months: _____

Name (print): _____ **Signature (required):** _____

Telsmith, Inc. Responsibility to the Customer/End User

Telsmith stands behind its products. We do what's right to warranty our products, provided our customer's and end-users do what is right for their equipment. The Telsmith Service Department is committed to assisting you should a problem occur with your Telsmith equipment.

Telsmith:

- ⌞ Supplies owner operator/maintenance manuals along with other training publications and materials to assist customers in the correct and safe operation of equipment.
- ⌞ Provides training conferences at Telsmith, Inc. to aid in understanding equipment operation, maintenance and equipment troubleshooting.
- ⌞ Provides advice on equipment operation, maintenance and equipment troubleshooting.
- ⌞ Has Factory Service Technicians available to supervise the installation/setup, and start-up of Telsmith Equipment. These services are to be defined at the time of sale and must be arranged prior to shipment of equipment.
- ⌞ Delivers a detailed report of work performed by Telsmith personnel during the course of a warranty repair.
- ⌞ Warranties defects in materials and workmanship during the warranty period, provided the material has been proven to Telsmith's satisfaction to be defective. **Note: Telsmith's Warranty, on goods manufactured or sold by Telsmith, clearly states that warranty coverage is for determinable defects in either material and/or workmanship only.**

Customer/End User Responsibility to Telsmith, Inc.

The customer or end user will:

- ⌞ Provide Telsmith technicians access to Telsmith equipment for diagnosing and repairing equipment.
- ⌞ Provide, at customer's expense, all standard tools, shop supplies, and cranes or other equipment necessary to perform warranty and normal service repairs.
- ⌞ Retain, protect and promptly return any items that may be considered a warranty failure, and follow the Service Material Return Authorization procedure discussed later.
- ⌞ Contact Telsmith for advice when a failure develops.
- ⌞ Source all major replacement components from Telsmith Parts when warranty will be requested.
- ⌞ Complete a Warranty request form and submit within 30 days of failure. If you require assistance on completion of a warranty request, please contact the Telsmith Service Department at (800) 765-6601.

Services Offered by Telsmith Service Department

The following are the typical services offered by the Telsmith Service Department.

New Equipment Startup

Proper startup and training is essential for obtaining optimum performance of your equipment investment. New equipment startup is requested and defined at the time of equipment sale and must be arranged prior to shipment of equipment. Telsmith Trained technicians are available to perform startups at the regular published rates in instances where equipment has already shipped.

To request a Telsmith Technician, please contact the Telsmith Service Department. Typically, the sooner we are aware of your service requirements the more likely we will have a Technician available for your exact equipment startup date.

- ⌋ The start-up package is typically planned for 3 to 5 days, including travel.
- ⌋ On new equipment startups, Telsmith provides supervision and training only. The customer is responsible for labor, shop supplies, along with necessary tools and equipment.

New Equipment Start-up includes the following:

- ⌋ Inspection and complete check of lubrication system, hydraulic system and alarm operations.
- ⌋ An operational test consisting of two to three days to include any necessary break-in and full load testing where possible.
- ⌋ Adjustments during this visit as required to optimize your equipment operation.
- ⌋ A completion of new equipment Start-up check list with activation of warranty.
- ⌋ A training overview of equipment operations and maintenance, and review of all technical manuals as supplied.
- ⌋ A complete and detailed Field Service Report of work performed by Telsmith personnel during the course of equipment startup, including recommendations for additional improvements.

Installation Supervision and Startup

Telsmith assistance is available to supervise the Installation and setup of your equipment. Telsmith Trained technicians are available to perform Installation Supervision and Startup services at the regular published rates. This service is identical to the New Equipment Startup previously listed except for the following:

- ⌋ The Installation Supervision and start-up time requirement varies based upon the scope of installation required.
- ⌋ For Installation Supervision and Startup services, Telsmith provides Supervision and Installation guidance only. The customer must provide at the customer's expense: installation and startup labor, all tools, shop supplies and cranes or other lifting equipment necessary to perform Installation and Startup of equipment.

Equipment Installation and Startup

Telsmith equipment installation must be clearly defined at the time of sale. Typical Equipment installation activities which must be specified are:

- ⌋ Site preparation to include foundations, support structures, cribbing, grouting, etc. (Most commonly contracted locally by purchaser).
- ⌋ Erection manpower to install Telsmith purchased equipment.
- ⌋ Tools, welding and lifting equipment necessary to install Telsmith purchased equipment.
- ⌋ Electrical wiring and grounding installation for Telsmith purchased equipment.

Note: Federal and local safety and electrical codes may require the used of special guards, safety shutdown devices, etc. The compliance with such laws and codes is the owner's responsibility

Services Offered by Telsmith Service Department (cont.)

Troubleshooting or Repair Supervision

Telsmith provides Technicians to identify and troubleshoot your equipment repair needs on-site. Additionally our Technicians can provide Repair services or Supervision to meet the needs of your equipment. Technicians are available at the regular published rates. We request that you contact the Telsmith Service Department directly to dispatch a Technician to your site. In order to serve you better; please be prepared to provide the following information to our Service Department when you call.

- ⌋ Your company name, address and telephone numbers
- ⌋ The type of equipment and model.
- ⌋ The Serial number and Telsmith Order number.
- ⌋ A contact name who will be available on-site to meet with the Technician.
- ⌋ A detailed description and the nature of the problem or repair.
- ⌋ A purchase order. Quotations are available to estimate anticipated costs.

Factory Repair Services

Telsmith provides repairs/rebuilding of equipment at its' factory or through a network of service/repair facilities. These services are most appropriate where extensive machine work may be required or a total Factory Rebuild, with warranty, is requested. For these services, Telsmith will provide a quotation for tear down and inspection. This will be followed by an inspection report and quotation for recommended repairs.

Instances where a customer purchases a total factory rebuild, including all recommended and quoted repairs, the Standard or modified Manufacturers Warranty may apply.

Instances where only a portion of the recommended repairs are authorized, the warranty will only apply to the specific repairs that were authorized and performed.

Billing Rates and Policy

Charges commence upon departure of the Telsmith Engineering or Service Technician from the Telsmith Factory, including Saturdays, Sundays and holidays.

Daily rates (subject to change) do not include transportation, lodging, meal, parking, taxi, and other itemized miscellaneous expenses. These expenses are itemized and invoiced at their actual costs.

Domestic Rates

Week Day Regular Rate: \$75.00 per hour, per person
(up to 8 hours)

Week-end and
Over-time Rates: \$90.00 per hour, per person

Mileage Rate \$1.25 per mile

Foreign Rates (Outside United States, Canada & Mexico)

Week Day Regular Rate: \$85.00 per hour, per person
(up to 8 hours)

Week-end and
Over-time Rates: \$115.00 per hour, per person

Rates in effect as of January 1, 2006.

Mileage Rate: Mileage for Telsmith Service Truck is billed for round-trip travel and is from the point of origin where dispatched.

Transit Time: Transit time to the job, while on the job, and returning to the Telsmith Factory will be charged at the daily rate.

Transportation: Telsmith will determine the mode of travel (air, company or rental car or any combination). Telsmith will only invoice transportation charges at actual costs.

Lodging, Meals and Other Expenses: Telsmith will determine the lodging and meals to be purchased by the Technician. Telsmith will only invoice lodging, meals, and other trip expenses at actual costs.

Note: Quotations are available in order to estimate anticipated costs for specific services provided, please contact the Telsmith Service Department at (800) 765-6601, or (262) 242-6600.

Service Material Return Authorization (SMRA)

All parts listed on the Service Material Return Authorization (SMRA) must be returned in the following manner:

- ❑ All materials shall be returned in as close as possible, to the exact condition that they were in when the failure occurred (i.e., do not clean bearings, etc.). This allows Telsmith to better identify the cause of failure.
- ❑ Suspected warranty components shall be retained, and protected until freight carrier arrives to return materials to Telsmith.
- ❑ No parts shall be returned without an SMRA from the Warranty Administrator. Unauthorized returns could be denied.
- ❑ A copy of the SMRA must accompany the components being returned. A copy must be attached to the exterior of the crate or box that the materials are being returned in.
- ❑ Please contact the specified freight carrier at the phone number listed on the SMRA and return the materials to the address listed on the SMRA.
- ❑ Authorized parts must be returned within thirty (30) days from the date the SMRA was initiated and no more than sixty (60) days from the date of failure.

Failure to follow the above points will result in an invoice for overcharges or denial of warranty.