



# WARRANTY POLICY GLOBAL MARKETS

FOR DISTRIBUTORS OF TERBERG ENVIRONMENTAL PRODUCTS

# GLOBAL DISTRIBUTOR SUPPORT PORTAL

A softcopy of this booklet, along with other useful information can be found online



[www.terbergenvironmental.com/distributor-support-home](http://www.terbergenvironmental.com/distributor-support-home)

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## FOREWORD

The purpose of this document is to provide information regarding warranty policies and procedures. Information regarding participation and obligations required for processing warranty reimbursement requests are also included.

Terberg Environmental (TE), the company, guarantees that the product contains no material or processing defects and that it will function properly during the warranty period.

This guarantee means that a Distributor or Service Partner will repair the fault or, at our exclusive decision, replace the supplied item in full or in part with a new component.

TE is not bound by any further warranty other than described in this document.

It is recommended the Distributor familiarise themselves with this policy and enforce and use information from this document, where and if, they see applicable within their policy and/or agreement of warranty terms with their customers. Several external factors, including noncompliance to TE service and maintenance policies can invalidate both standard and extended warranties on all TE products.

TE, at its sole discretion, reserves the right to change or modify this Warranty Policy Document, in part or in whole, without prior notification .



# 1. WARRANTY TERMS AND CONDITIONS

**Warranty cover is conditional on the following terms and conditions being accepted by the Distributor.**

1. Unless agreed to the contrary in writing, all previous correspondence, terms and conditions, written or verbal is superseded and will not form part of the agreement.
2. TE makes every effort to ensure its products contain sound material and good workmanship. The company guarantees the goods it manufactures, which are sold new and operated within a period of 12 months; from the date of first operation or 18 months from dispatch from a TE factory, whichever comes first.
3. To initiate warranty, the registration of a vehicle and machine should be done within a period of a maximum of 6 months after the date of delivery. Registration must be done online at: [www.terbergenvironmental.com/distributor-support-home](http://www.terbergenvironmental.com/distributor-support-home)
4. A product Electronic Pre-Delivery Inspection (ePDI), as defined by the Company, must be completed by the Distributor before the product commences service. ePDIs are found at: [www.terbergenvironmental.com/distributor-support-home](http://www.terbergenvironmental.com/distributor-support-home)
5. Registration of any product after the period of 6 months will exclude a product from any warranty, unless agreed otherwise in advance. In any case this will shorten the standard warranty period.
6. Warranty claims can only be accepted if a product is registered properly according to the above standing demands for registering a product from Terberg Environmental.
7. TE will adjudicate all claims in accordance with these terms and conditions. Where authorised under warranty cover, repairs will be carried out by a dealer, branch or repairer accredited by TE, or at the Company's absolute discretion, an acknowledged third party.
8. In the latter case, parts will be free issued and a labour allowance agreed prior to commencement of work.
9. All warranty claims must be made via the Company's online Distributor support portal at: [www.terbergenvironmental.com/distributor-support-home](http://www.terbergenvironmental.com/distributor-support-home)
10. In the event of part failure all claims are to be made within 30 days of failure. The old unit must be returned to the relevant TE factory within 30 days from date of failure. The packing and shipment of the parts must be in accordance with requirements and guidelines set out in the distributor handbook. These can be obtained upon request.
11. This warranty is not extended or renewed by the performance of warranty activities.

## **1. WARRANTY TERMS AND CONDITIONS CONT.**

12. The warranty is given solely to the first user and is not transferable unless otherwise agreed in writing with TE.
13. The warranty conditions which are issued in the country of origin are decisive at all times.
14. This warranty and all associated conditions are subject to the upstanding law of the country, and relevant TE factory, in which the TE product originated.
15. Warranty consideration will only be given providing that the customer complies with the Company warranty procedure.
16. Any defective part replaced under warranty shall become the property of the Company.
17. Warranty cover on all replacement/repaired parts fitted to the vehicle during the warranty period automatically expires at the end of the whole product warranty period.
18. TE liability under the warranty period is limited by the Company's adjudication process to the repair or replacement of the defective part(s) or to the repair of any defect caused by defective material or workmanship (Warrantable Failure). The Company shall be entitled to replace failed components with reconditioned units as it sees fit.
19. The Distributor shall provide the Company with any information reasonably required, such as servicing records, to confirm the equipment is being adequately maintained. In the event of failure to comply, the Company shall be entitled to render all warranty invalid.
20. Prior to the vehicle entering each 12 month warranty period, or at any other time the Company sees fit, the owner or operator shall allow access to a Distributor or the Company, when practicable, to carry out safety inspections at no customer expense.
21. Any defects or maintenance shortfalls found should be addressed within a mutually agreed timescale at the customer's expense.
22. All costs involved in the recovery of a vehicle shall be the liability of the customer or end user.

## **1. 1 PURCHASED PARTS WARRANTY**

1. All new parts purchased from the Company carry a six-month warranty unless otherwise stated at the time of sale.
2. Claims must be supported with full proof of purchase. Replacement part(s) are to be purchased by the Distributor and will be reimbursed on acceptance following inspection of the part(s).
3. Parts deemed incorrectly installed constitute abuse and warranty will not apply on such parts. It is the responsibility of the installer to ensure they have sufficient knowledge and training to fit parts safely and correctly.
4. All Parts warranty claims are limited to the cost of material only, i.e. labour and other costs are excluded.



## 1.2 DISTRIBUTOR'S RESPONSIBILITIES

1. Only fit and use genuine TE parts.
2. The Customer is responsible for the performance of regular maintenance and servicing as specified in the TE or their Supplier's literature applicable to the product. In addition, failure to suitably maintain the product in accordance with good practices will render the warranty claim invalid at the Company's discretion.
3. In the event of a failure the customer must: -
  - a. Use all reasonable means to protect the product from further damage.
  - b. Notify the TE factory of origin to initiate the claim procedure as soon as possible.
  - c. Present where requested, proof of purchase or warranty coverage.



## **1.3 EXCLUSION OF LIABILITY**

1. The following component categories are deemed as consumables and as such are excluded from any warranty cover.  
Electrical fuses and bulbs (including LED's), hydraulic and lubrication oils, all filters and rubber flaps and seals.
2. Minor adjustments to speeds and heights where the equipment is currently operating within standard tolerances, as requested by the Distributor.
3. Claims will be immediately rejected and any TE liability refuted if failure is due to misuse, impact damage, negligence, accident, alteration, lack of proper recommended maintenance, including the replacement of parts which are subject to normal wear and tear or the use of parts not approved by the Company.
4. Failure due to contamination of the hydraulic system by water, dirt or incorrect oil types.
5. Failure caused by cleaning with high pressure or steam cleaners on vulnerable parts such as safety decals, seals and bearings or housings containing electrical equipment.
6. Failure to wiring and PCB boards due to water ingress caused by defective or damaged pushbutton boxes, emergency stop button boxes, or other cable joint connections.
7. Hydraulic leaks requiring the simple tightening of joints.
8. Damage resulting from overloading.
9. Failure due to chemical corrosion and physical erosion.
10. Repairs not carried out in accordance with TE approved servicing and maintenance procedures or work performed by repairers not approved by the Company.
11. Failure caused by theft, vandalism, riot, explosion or terrorism.
12. Failure caused by fire, lightning, earthquake, hurricane, tornado, sandstorm, hail, water, flood, snow or freezing.
13. Loss of time, loss of use of product, hire costs, vehicle movement costs, recovery charges, inconvenience, lodging, food or any other loss that may result as a consequence of failure.
14. Loss of computational data or other data loss suffered by the Distributor, Customer or end user from any nature whatsoever, is explicitly excluded.
15. If it were ruled by irrevocable court order that TE, for any reason whatsoever, despite the above provisions, was liable for damage suffered by the client, such damage shall be limited to the amount of €1.500 (one thousand five hundred euros)

## 2. ITEMS EXCLUDED FROM WARRANTY

**The following components are not covered by warranty by default. They are subject to investigation of individual claims.**

### For refuse bodies and binlifts

- Electrical fuses & bulbs
- Oil filters
- Control levers, push buttons and switches
- Electrical control buttons
- Plugs
- Emergency stop buttons
- Operating consoles
- Buffer rubbers and protective covers
- Dust screens
- Springs and dampers
- Protective caps
- Central/Auto greasing system
- Safety arms
- Folding hinges
- Safety switches
- Hopper plate (on bin-lift)
- All other wearing parts
- Pins (mechanical)
- Bushes (mechanical)
- Bearings (mechanical)
- Flexible hoses
- Tailgate covers
- Beacon lenses
- Fluids

### For 'Dennis' chassis products

- Flexible hoses
- Silencer
- Batteries
- Electrical fuses & bulbs
- Glass
- Fluids and filters
- Brake pads/linings/shoes/discs/drums
- Wheels & tyres
- Bushes, bearings & pins
- Front grille
- Bumper
- Cab mat
- Wiper blade & arms
- Drive belts
- Shock absorbers
- Road springs
- Wings & trim panels
- Mudwings
- Roof linings
- Draglink ends
- Propshaft
- Propshaft bearings & U/J
- Steering column U/J
- Door locks
- Upholstery
- DPF filter

### Load cells (if fitted to container lifting equipment)

With regard to weighing lifters and possible replacement of the load cell, the following applies: If the load cell is replaced within the warranty period, the cost for this replacement including adjustment together with the component may be claimed under the warranty conditions. However, the costs incurred for certified calibration of the replaced load cell are excluded from the warranty.

### RF Identification antennas (if fitted to container lifting equipment)

RF Identification antennas are part of the pickup comb and therefore deemed as mechanical wearing parts. The electronic part of the antenna is only warranted if the antenna is not damaged by wearing.

### 3. STANDARD WARRANTY

#### Items covered during standard warranty

##### Mechanical non-moving structure

Failure of non-wearing mechanical components of equipment is covered in terms of replacement parts and labour for the first 12 months.

##### Software

In case there is a fault regarding the software of a TE product which could not be detected at the installation or PDI, labour to update or modify this software is covered for 12 months.

*\*A change of function, new functionality or a software update is not determined as a software fault. It is up to the Company to adjudicate if such a case is a software fault or just different functionality.*

##### Mechanical moving structure

Warranty validity is subject to equipment being maintained and serviced in accordance with the maintenance procedures defined the relevant service manual.

Parts and Labour are covered for the first 12 months. Further details of service requirements are found within operator manuals which are available on the Distributor Support Portal.

*\*Warranties exclude any failures caused by; abuse, misuse, normal wearing, accident damage, deviations in the oil or electrical supply from the vehicle or the oil being contaminated or a result of insufficient lubrication as determined by TE.*

##### Plug and play wiring

Failure of any plug and play wiring connectors are covered for parts and labour for the first 12 months.

*\*except failure by water ingress caused by mechanical damage to pushbutton boxes for example.*

##### Plug and play related PCB boards (container lifting equipment only)

Failure of plug and play related PCB boards such as I/O safety module V3 (article no. 26825) and SBC-10 diagnostic system is covered for 24 months for parts and the first 12 months for parts, labour and travelling.

*\*except water ingress failure via "plug and play wiring" caused by mechanical damage to pushbutton boxes for example.*

##### Electric/electronic components

Failure of any printed circuit board, solenoid valve, or control panel is covered the first 12 months in terms of replacement parts and labour necessary to affect a repair.

##### Load cells and RFID antennas (container lifting equipment only)

Load cells for weighing, and RFID antennas for identification are covered the first 12 months for parts and labour.

*\* The costs remuneration for certified calibrating load cells is excluded for warranty.*

*\*\*Antennas, a defect caused by mechanical wearing is not deemed as a warranty defect.*

### 3. STANDARD WARRANTY CONT.

#### Hydraulic parts, cylinders and valves

Failure of any hydraulic valve component or hydraulic ram is covered for the first 12 months in terms of replacement parts and labour.

*\*Required adjustments to settings of hydraulic systems are not covered. Hydraulic leaks requiring the simple tightening of joints are not covered.*

#### Paintwork

Paintwork is warranted against major corrosion from inside, peeling and loss of gloss for twelve months. This is subject to appropriate cleaning methods being used by the owner or operator, details of which are found within operators and service manuals.

#### General electrical components

Failure of Cables, switches (including relays) and sensors is covered the first 12 months in terms of replacement parts and labour.

*\*Required adjustments to settings of sensors and switches are not covered.*

#### Adjustments, minor repairs

Adjustments to speed, height or mechanical construction, are deemed as minor repairs /regular maintenance, and are therefore not covered by warranty.

#### Coverage for Standard warranty

	WARRANTY PERIOD
	0-12 Months
Mechanical non-moving structure	PL
Software	PL
Plug and play related PCB boards*	PL
Mechanical moving structure	PL
Plug and play wiring	PL
Electric /electronic components	PL
Hydraulic parts, cylinders, valves	PL
Load cells and RFID antennas	PL
Electric sensors, cables	PL
Painting work	PL
Adjustments, minor repairs, diagnoses	O

PL = Parts and Labour covered

P = Parts covered

O = Outside warranty

*\* for bin lifting systems only, parts only also covered for months 13-24*

*All warranty periods are based on fair usage policy: maximum 6 day per week operation, consisting no more than 1 shift per 8 hour day (Bin lift systems - max 250,000 cycles a year). All maintenance should be carried out according to the specific product manual.*

*Further details of maintenance requirements are found within product manuals which are available on the Distributor Support Portal.*

## 4. EXTENDED WARRANTY TERMS AND CONDITIONS

Any extended warranty cover is additional to the standard warranty as outlined in the Warranty programme and subject to the following tables with regard to parts and labour cover and specific exclusions over and above the standard initial 12 months cover.

It is possible to extend the standard warranty with maximum 24 months, but in any case, it is not possible to exceed more than 36 months warranty including the standard warranty.

The Distributor is responsible for the instruction of regular maintenance servicing as specified in the product manuals found on the Distributor Support Portal.

Failure to suitably maintain the product in accordance with these instructions and good engineering practices will render the warranty claim invalid at the Companies discretion.

Mechanical (non)- moving parts, plug and play wiring, and "plug and play" related PCB boards, Electric components are covered for parts and labour according the standard times, during the extended warranty period.

Load cells, RFID antennas, Paintwork, sensors, cables, minor repairs, adjustments and diagnostics are not covered by the extended warranty terms.

### Coverage for Standard warranty

	EXTENDED WARRANTY PERIOD (ADDITIONAL TO THE STANDARD WARRANTY TERMS AND CONDITIONS)	
	YEAR 1	YEAR 2
Mechanical non-moving structure	PL	PL
Software	PL	PL
Plug and play related PCB boards*	PL	PL
Mechanical moving structure	PL	PL
Plug and play wiring	PL	PL
Electric /electronic components	PL	PL
Hydraulic parts, cylinders, valves	PL	PL
Load cells and RFID antennas	O	O
Electric sensors, cables	O	O
Painting work	O	O
Adjustments, minor repairs, diagnoses	O	O

PL = Parts and Labour covered

P = Parts covered

O = Outside warranty

\* for bin lifting systems only, parts only also covered for months 13-24

All warranty periods are based on fair usage policy: maximum 6 day per week operation, consisting no more than 1 shift per 8 hour day (Bin lift systems - max 250,000 cycles a year). All maintenance should be carried out according to the specific product manual.

Further details of maintenance requirements are found within product manuals which are available on the Distributor Support Portal.

## **5. DISTRIBUTOR WARRANTY REMUNERATION**

### **Warranty remuneration from TE to the Distributor**

1. The first standard 12 (twelve) months of this fixed period warranty include labour and parts. This warranty is not extended or renewed by performance of warranty activities.
2. Standardised chargeable labour tariffs for all countries and territories are harmonised for TE factories. Tariffs will be calculated and, if necessary, adjusted at the start of each year. Any revised chargeable tariff will be communicated with the distributor by last day of January each year.
3. The calculation model for labour tariffs uses data and statistics published bi-annually from the 'International Labour Organisation' (ILO) and the 'Organisation for Economic Co-operation and Development' (OECD).
4. Repair activities shall be remunerated at clock hours necessary to affect a repair, diagnostic time is excluded from remuneration.
5. The Company reserves the right to alter the repair times according to the Company's standard times which are available upon request.
6. The Company, at its sole discretion, reserves the right to change or modify the standard times list, in part or in whole, without prior notification.





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