



2024 Warranty Policy

Information, Procedures, Resources, and More.





1333 S Daysville Road Oregon, IL 61061 • Phone: (815) 732-2116
www.etnyreinternational.com

January 2024

TO: Etnyre Dealers & Customers

ATTENTION: Warranty Administrator

To Whom It May Concern:

This letter is part of our continuing effort to communicate our warranty policies to our Dealers & Customers.

Attached is a copy of our current warranty policies and procedures. Please read them carefully.

The Etnyre International Warranty policies and procedures must be followed to ensure that your claims are processed promptly. **Please note the following steps and abide by them when preparing your claim. If the claim form is not complete, it will be sent back to the Dealer.**

1. Dealer's claims must be submitted using the Etnyre E-commerce Site.
2. Customers can submit warranty through Etnyre.com or Bearcatmfg.com
3. The date **repair work was done**.
4. The date the warranty claim was filled out.
5. Nature of failure (full explanation - photos, part invoices, etc.).
6. A breakdown of labor hours charged for each repair.
7. The mechanic who did the repair should print name, then sign and date service report form and, if possible, owner/operator should also sign form.
8. A copy of invoices of parts purchased from Etnyre, or the invoice number.
9. A copy of all invoices of parts and labor purchased from an outside source
10. Please explain why if excessive time was needed to do repairs.
11. Hours or miles on machine when repair was done.
12. Claim should be sent to Etnyre within **30 days of repair**. Late claims could be subject to denial.

After receiving a claim, Etnyre will determine if they need any of the defective parts back. If we do, we will send you an RMA form to be sent back with the parts. **Dealer needs to hold on to the defective part for 90 days from the date the claim was submitted**

Defective parts **should not** be disassembled any further than what is required to removed from the unit. Further disassembly must have approval by the Etnyre Service Department.

Parts returned for evaluation must be in “as is” condition for inspection. Any damage due to shipping could lead to claim denial.

After receiving a part back, Etnyre will decide if that part needs to be returned to our vendor for their inspection, or if it is a part manufactured by Etnyre. If the part is returned to our vendor we will have to wait for their evaluation to determine if it is covered under their warranty. If they deny warranty for any reason, the claim would be denied. It will be at Etnyre’s discretion on how to handle this claim.

If any part is denied the dealer may ask for the part back. They have 30 days to do so, after 30 days the part will be scrapped.

If a warranty claim is denied for any reason, the dealer will have 30 days to resubmit it. **After 30 days this claim will be considered closed and will not be reopened.**

Some things not covered under warranty:

1. Normal start-up services.
2. Normal maintenance.
3. Any adjustment made after machine has been operating.
4. Any labor performed by customer or outside source without prior approval.
5. If failure was caused by improper operation, improper maintenance, abuse, neglect, and any damage or modification done during or after shipment from factory.
6. We will **not** pay for any component that was replaced, if a kit or part was available to repair that component (seals, gaskets, etc.). Dealer must check with Etnyre Parts Department for availability of replacement parts.

The purpose of our warranty policies is to make the filing of a claim and the issuing of credit a smooth and timely process

We have enclosed the ETNYRE DELIVERY START-UP REPORT. This form must be returned to initiate warranty. Please fill out and return within 30 days following delivery of the unit to avoid warranty adjustment. Please read and follow the instructions on the form carefully. A Start-Up Report Form is sent with every unit.

Thank you for your understanding and cooperation.

Sincerely,



Nate Davis,
Warranty Specialist

WARRANTY SERVICE AND ALLOWANCES

1. Warranty Policy of Etnyre International will apply to all matters pertaining to claims against Etnyre International for replacement of parts or compensation for services.
2. **A copy of an Etnyre Delivery Start-Up Report Form must be on file before the processing of any claim. Claims for start-up service will not be allowed.**
3. Parts and/or components of our manufacture alleged to be defective will be returned to factory for inspection and final determination as to the condition of the part(s) returned. Replacement on non-defective parts or parts that have failed due to accident, abuse, or normal wear do not qualify for warranty adjustment
4. **Warranty service/repair for parts and/or components not manufactured by E.D. Etnyre & Co. are covered only to the extent of warranty credit from original manufacturer. Contact Etnyre Service Department for assistance in locating the nearest authorized distributor.**
5. Etnyre International limits the warranty allowance on a part replaced in the field, without our knowledge, to Etnyre International's cost for that part and then only if our inspection proves the part to be defective or to have malfunctioned in normal use.
6. **Freight charges will be the responsibility of the customer or dealer, unless pre-approved by factory.**
7. Factory service assistance is available when required if the dealer service representative is unable to resolve the problem. Etnyre International reserves the right to charge for such assistance if a review of the measures needed to correct the problem indicates a skilled mechanic should have (after conferring with the Etnyre Service and/or Engineering Department) been capable of correcting the problem.
8. **If a part or kit is available to repair a component we will only pay to repair that component. A re-manufactured part, if available, should be used on a warranty repair.**
9. Any warranty work done by non-selling dealer needs to be pre-approved by the factory.
10. **If the selling Dealer has an outside source perform any warranty repairs, Etnyre will only pay the selling Dealer warranty rate. The selling Dealer will be responsible for the unpaid portion of the invoice.**

Etnyre International

2024 Warranty Policy

Etnyre International, warrants to the original Purchaser, its new product to be free from defects in material and workmanship. This period begins with the Date of Delivery to the Original Purchaser. The responsibility of Etnyre International is limited to repairing or replacing defective parts or workmanship and will not be responsible for consequential damages or any further loss by reason of such defect.

ETNYRE INTERNATIONAL EXCLUDES ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES, EXPRESSED OR IMPLIED, WHICH EXTEND BEYOND THE DESCRIPTION OF THE GOODS CONTAINED IN THIS CONTRACT.

This warranty does not obligate Etnyre International to reimburse for cost of machine transportation or freight charges in connection with the replacement or repair of defective parts or workmanship, nor does it guarantee repair or replacement of any parts on which unauthorized repairs or alterations have been made or for components not manufactured by Etnyre International except to the extent of the warranty given by the original manufacturer.

This warranty does not apply to:

1. Normal start-up services, normal maintenance services, or adjustments usually performed by the selling dealer, factory service representative or customer personnel.
2. Any product or part thereof which shows improper operation, improper maintenance, abuse, neglect, damage, or modification after shipment from factory.
3. Any product or part thereof damaged or lost in shipment. Inspection for damage should be made before acceptance or signing any delivery documents releasing responsibility of the delivering carrier.

This warranty and foregoing obligations are in lieu of all other obligations and liabilities including negligence and all warranties and merchantability or otherwise, express or implied in fact or by law.

Lowboy, Transport, and Livebottom Trailers

Etnyre International warrants to the original owner that the described trailer is free from defects in materials and workmanship, when properly maintained and under normal use and service.

1. The loading and unloading and transporting of evenly distributed legal loads.
2. Properly restrained and secured loads in a manner which does not subject the trailer to strains and impacts greater than are imposed by normal use.
3. Improper use or operation beyond rated capacity.
4. Total weight of the trailer and cargo must not exceed the gross vehicle weight (GVWR) located and labeled on the trailer's VIN plate.
5. The loading of each axle must not exceed the gross axle weight rating (GAWR) listed on the trailer's VIN plate.

Substitution of parts not approved by Etnyre International or any alteration or repair by others and not approved by Etnyre International will VOID this warranty. Photos of finished repairs to any trailer structural components must be provided at the time a claim is submitted.

All purchased components are subject to the Manufacturer's Warranty. The dealer may be advised to return these parts to Etnyre International for further evaluation. Etnyre International reserves the rights to waive warranty reimbursement for these components until further evaluation is completed.

Etnyre International will warrant purchased components for a period of 1 year.

Year 1 = 100%

Galvanizing Coverage

Etnyre International's galvanizing warranty protects all hot dipped galvanized (HDG) structural components from corrosion in accordance with ASTM E-123. Warranty covers Cold Patch repairs only.

This excludes the following:

1. Any component mounted to a galvanized trailer not HDG coated.
2. The breaking or flaking of zinc coating that does not affect protection from corrosion.
3. Scratching and chipping of zinc coating on surfaces due to normal wear or abuse.

Exclusion of Warranties (All Trailer Products)

1. Tires, wheels and studs, flooring and fasteners.
2. Normal wear and tear on components.
3. Collision or accident.
4. Fire, theft, and vandalism.
5. Loading beyond the specified GVWR and GAWR.
6. Component failure due to operator abuse.
7. Not subject to corrosive or abrasive atmosphere or materials.
8. Brakes and components.
9. Axles.
10. Filters/oil - unless pre-approved by Etnyre.

Etnyre International Pavement Preservation Products

To include:

- | | |
|---------------------|-------------------|
| 1. Distributor | 7. Flusher |
| 2. Maintenance Unit | 8. Storage Tank |
| 3. Chipsreader | 9. Bearcat |
| 4. Livebottom | 10. RaynMaker |
| 5. Lowboy | 11. RoadSaver |
| 6. Transport | 12. PavementSaver |

Etnyre International warrants to the original owner that the described new product is free from defects in materials and workmanship, when properly maintained and under normal use and service.

This warranty applies only when the product is:

1. Properly used and maintained in accordance with Etnyre International specifications, governing agencies, or associations.
2. Operated under proper fuel and/or cargo characteristics.
3. Not subject to corrosive or abrasive atmosphere or materials.
4. Has not been damaged through fire, theft, or vandalism.
5. Subject to collision or accident.
6. Component failure due to operator error or negligence.

A. Truck Chassis warranty is the responsibility of the Truck Manufacturer.

B. Hydraulic components, air system components, heating system components, and electrical components are subject to the Manufacturer Warranties.

Etnyre will warrant such products:

- 1 year = 100% All hydraulic components.
- 1 year = 100% Electrical components.
- 1 year = 100% Heating system.
- 1 year = 100% Tank and Spraybar (including components).

The dealer may be advised to return such components to Etnyre International for further evaluation. Etnyre International reserves the right to waive reimbursement for these components until further evaluation is complete.

Rental Units

Pavement Preservation Products

Etnyre International units used for Rental Purposes by the dealer are covered under the Etnyre International Standard 1 year Warranty. The warranty period will begin at the **date of invoice**. The remainder of the warranty period will be passed to the purchasing customer up to 1 year of the **invoice date**. The dealer will responsible for any warranty extensions.

DEALER BULLETIN

CERTIFIED MECHANIC PROGRAM

We are updating our Certified Mechanic Program. The purpose of this program is to ensure that Etnyre users and owners are provided with the highest possible level of service by factory trained dealer mechanics. The program will offer after-sales service that is essential to the success of our collective businesses.

I. Dealer Participation Requirements

- A. Mechanic/serviceperson must attend an Etnyre Service Training School, at least once every three years.
- B. Dealer will perform start-ups of new Etnyre units including the filling of a “Unit Delivery Start-Up Report Form” with Etnyre in a timely manner. Failure to file a report will result in the warranty being started the day the unit was invoiced by Etnyre.
- C. If the selling Dealer has an outside source perform any warranty repairs, Etnyre will only pay the selling dealer warranty rate. The selling dealer will be responsible for the unpaid portion of the invoice.

II. Effective Date

The updated Certified Mechanic Program will become effective January 1st, 2022, and supersedes all previous programs.

Factory service training schools occur annually each February.

Remember, our goal is to meet the needs of Etnyre owners by excelling in service to create a competitive, advantageous edge, which is key to long-term profitability.

This details our new program, if you have any questions, please call us @ 800-995-2116 or 815-732-2116.

Sincerely,


Nate Davis,
Warranty Specialist

Etnyre Parts Warranty Policy 2024

E.D. Etnyre & Co. warrants to the original purchaser its new Etnyre-manufactured product to be free from defects in material and workmanship for a period of twelve (12) months after the date of delivery to the original purchaser.

The following are exceptions to this policy:

1. All new electronics are warranted for a period of 60 days, this is subject to vendor approval.
2. Re-manufactured electronics are warranted for a period of 30 days.
3. Re-manufactured hydraulic components are warranted for a period of 60 days.
4. All non-Etnyre manufactured items are subject to the original warranty of the manufacturer.
5. New hydraulic components are warranted for the period of time set forth by the vendor of the individual item.

Field service reports may be required on some items.

The obligation of E.D. Etnyre & Co. is limited to repairing or replacing any defective part returned to the company and will not be responsible for consequential damages or any further loss by reason of such defect. Furthermore, E.D. Etnyre & Co. will not be responsible for any labor charges, freight charges, or transportation costs incurred by the purchaser if said parts were to fail.

A parts warranty claim must be filed with the Etnyre Parts Department to be considered for warranty.

This form is available on the following page.

This warranty does not obligate the company to bear the cost of machine transportation in connection with the replacement or repair of defective parts. It does not guarantee repair or replacement of any parts on which unauthorized repairs or alterations have been made or for components not manufactured by the company except to the extent of the warranty.

This warranty does not apply to:

1. Normal start-up services, normal maintenance services, or adjustments usually performed by the selling dealer, factory service representative, or customer personnel.
2. Any product manufactured by E.D. Etnyre & Co. purchased or subjected to rental use.
3. Any product or part thereof which shows improper operation, improper maintenance, abuse, neglect, damage, or modification after shipment from factory.
4. Any product or part thereof damaged or lost in shipment. Inspection for damage should be made before acceptance or signing any delivery documents releasing any responsibility of the delivering carrier.
5. Labor changes.

This warranty and foregoing obligations are in lieu of all other obligations and liabilities including negligence and all warranties of merchantability or otherwise, express or implied in fact or by law.

The company excludes all implied warranties of merchantability and fitness for a particular purpose. There are no warranties, express or implied, which extend beyond the description of the goods contained in this contract.

WHY WARRANTY CLAIMS GET DENIED

1. Repair work was done after unit was out of warranty.
2. If we send an RMA for defective part(s) and do not receive the part(s) back within 30 days.
3. After receiving a part back on an RMA and returning it to our vendor and our vendor denies warranty on part (your claim could be denied)
4. If a major repair was done without contacting Etnyre first. (If repair exceeds \$4,000.00 or is not a normal component failure, Etnyre needs to be notified).
5. No date of repair.
6. No explanation as to why repair was done - no photos, parts invoices, etc.
7. Adjustments, normal maintenance and wear items.
8. No signature of mechanic doing repair.
9. Claims sent in late without an explanation.
10. Parts disassembled before being sent to vendor

Note: the Dealer will be responsible to:

1. Have mechanics name on worksheet.
2. Have the date the work was done on the Warranty Claim.
3. Have the labor hours broken down.
4. To update their shop labor rate.

- ETNYRE
- ETNYRE TRAILER



Dealer Claim No. _____

Resubmittal

WARRANTY CLAIM

Warranty Department - 1333 So. Daysville Road, Oregon, Illinois 61061
 Phone: 815/732-2116 or 800-995-2116, Email: warranty@etnyre.com

INSTRUCTIONS: Fill out form completely. White copy must be returned to Etnyre; retain yellow copy for your records; retain pink copy to use as packing list if parts are requested for return. All warranty claims must be accompanied by detailed service reports and all additional documentation to support claim. Copy of Service Report must be attached to this form. Hold defective parts. RGA will follow if parts are requested for Etnyre inspection. If RGA is not received within 60 days parts may be discarded. *Claim must be submitted within 60 days following repair.*

Date _____ Dealer _____ Address _____ City & State _____ Machine & Model _____ Unit Serial No. _____ Hours in service _____	Customer _____ Address _____ City & State _____ Shipping Date _____ Via _____ Is machine owner-operated _____ rental _____ _____
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PARTS RETURNED

The Manufacturer reserves the option of furnishing replacement parts F.O.B. our factory in lieu of issuing credit for parts determined by us to be defective.

Qty.	Part No.	Description	Replaced on Invoice No.

Nature of Failure - explain fully:

LABOR - subject to factory approval			
Date	No. Hours	Rate	Amount
MILEAGE			
Date	No. Miles	Rate	Amount
Total parts cost (copy of invoices enclosed)			
Total Claim			\$

Authorized signature for dealer _____

Title _____

Please Print

