

Horizontal Baler Warranty Policy and Procedure



The following Horizontal Baler Warranty is the only warranty made by Marathon Recycling Solutions, a division of Marathon Equipment Company, with respect to horizontal balers manufactured by Marathon Equipment Company. **Marathon Equipment Company disclaims all other warranties, expressed or implied, including but not limited to any implied warranty of merchantability or fitness for a particular purpose.**

The following models are covered by the Horizontal Baler Warranty, **Stealth, Gemini, Gemini-Xtreme, Atlas, Atlas ET, Side-Eject, Closed-End, TI Eger Auto-Ties, and Galaxy Series Two-Rams.**

1.0 Warranty Policy

- 1.1 Marathon Equipment Company warrants to customer that each new unit will be free from proven defects in material and workmanship under normal use and service for a period of one year from the date of shipment or 2,000 hours of run time, whichever comes first.
- 1.2 Marathon Equipment Company warrants to the customer that the body and frame from each new unit will be free from proven defects in material and workmanship under normal use and service for a period of five years from the date of shipment or 10,000 hours of run time, whichever comes first.
- 1.3 Customer's sole and exclusive remedy under this warranty shall be limited to repair or replacement, at Marathon Equipment Company's discretion, of the defective part.
- 1.4 The term "customer" as used in this Warranty Policy and Procedure refers to the original purchaser of a new unit from Marathon Equipment Company or from an authorized Marathon Equipment Company dealer. This warranty extends only to this specific customer. This warranty may not be assigned without Marathon Equipment Company's prior written consent.
- 1.5 Marathon Equipment Company shall not be liable for labor or any other cost arising out of the repair or replacement of any part covered by warranty, except as follows: For a period of one year from shipment or 2,000 hours of run time, whichever occurs first, Marathon Equipment Company may, at its discretion, reimburse the customer for the cost of labor necessary to replace a part covered by this warranty. Marathon Equipment Company may also reimburse the customer and/or otherwise pay for the shipping of the replacement part, subject to paragraph 3.5 below. To the extent any labor costs are covered by Marathon Equipment Company, those costs shall not exceed Marathon Equipment Company's Flat Rate Schedule. Travel time, travel expenses such as tolls and mileage, shop supplies, and all other costs will not be reimbursed.
- 1.6 This warranty shall not apply to any unit which has been subject to abuse, misuse, misapplication, negligence, alteration, mishandling, improper installation, improper service, improper maintenance, accident, operation beyond its design capabilities, or use with attachments, components, or parts not approved by Marathon Equipment Company.
- 1.7 Marathon Equipment Company neither assumes nor authorizes anyone to assume for it any other obligation or liability in connection with units covered by this warranty. Any charge, amendment, or modification of any of the terms of this warranty must be made in writing and signed by Marathon Equipment Company.
- 1.8 This warranty excludes any obligation by Marathon Equipment Company for loss of product, down-time, container services, or any other damage or cost incurred at any time. **In no event shall Marathon Equipment Company be liable or responsible for harm to property or for consequential or incidental damages including, without limitation, damages for loss of use, lost profits, interruption of business, other economic loss, or any other damages whatsoever in connection with the warranty set forth above or implied by law, or in connection with any other liability, regardless of the form of action, whether based on contract, tort, strict liability, statute or otherwise, even if Marathon Equipment Company or the authorized Marathon Equipment Company authorized dealer has been advised of the possibility of such damages.** The warranty and remedy set forth above are the sole warranty and exclusive remedy. The exclusive remedy shall not be deemed to have failed of its essential purpose so long as Marathon Equipment Company is willing and able to repair or replace defective parts in the manner described above.
- 1.9 No claims will be accepted for normal pre-delivery or post-delivery inspection, lubrication, or adjustments. All units are inspected and adjusted at the time of manufacture, but the shipping process may cause fittings to become loosened and adjustments to change. Marathon Equipment Company considers this part of the installation of the unit.
- 1.10 Ordinary replacement parts offered for sale by Marathon Equipment Company (in the ordinary course) are not covered by, and are expressly excluded from, the terms of this warranty. Such parts are subject only to a thirty-day return policy. The customer must provide accurate dimensions, measurements, and specifications when ordering such parts, which include Sealrite™, hydraulic hoses, wiring, piping, and steel options. Marathon Equipment Company will not be liable for any costs arising out of the replacement of any such parts, including labor, transportation, shop supplies, or costs incurred due to an inaccurate or incorrect order by a customer.

1.11 No claim will be allowed for loss of hydraulic fluid except in cases where failure of a part clearly caused the loss of over 75% of the hydraulic fluid in the system. In no event will claims for hydraulic fluid exceed the maximum capacity of fluid in the hydraulic system. Allowances for loss of hydraulic fluid are described in the Flat Rate Schedule.

2.0 Warranty Policy

- 2.1** The customer must install or provide for installation of the unit in conformance with ANSI Z245.5 (balers) and any other applicable codes, regulations, or standards. The customer must comply with all laws and other requirements having force of law applicable at any time to the unit, its installation, or use. The customer shall indemnify and hold Marathon Equipment Company harmless from and against any and all claims, demands, losses, cost, or liability incurred by Marathon Equipment Company as a result of the customer's breach of this provision.
- 2.2** The customer must be on site for the installation of the unit to ensure that these standards are met.
- 2.3** Marathon Equipment Company furnishes with each unit an Operation, Maintenance, and Installation (OMI) Manual, along with an electrical and hydraulic schematic. The customer must familiarize itself with these materials, present them to any end user, and review them with any end user.
- 2.4** The customer must train all potential end users in the correct and safe methods of use and operation of the unit.
- 2.5** **The customer must consult knowledgeable advisors and use their own skill and judgement to select a product that suits its or the end user's needs. The customer assumes all risk that the unit may not be suitable for customer's or the end user's particular purpose.**
- 2.6** Marathon Equipment Company reserves the right to, among other things, deny customer's warranty claim in the event the customer fails to perform any of their responsibilities under this warranty.

3.0 Warranty Policy

- 3.1** The customer must present any claim under this warranty to the Marathon Equipment Company authorized dealer.
- 3.2** The customer must notify the dealer within ten (10) calendar days of discovery of any claimed defect. Such notice must include the serial number, model, and location of the subject unit, along with a detailed description of the problem.
- 3.3** A Marathon Equipment Company service technician may assist the dealer and/or the customer in troubleshooting over the phone to diagnose the problem. If the problem cannot be resolved, and the problem appears to be covered by the warranty, Marathon Equipment Company will provide a Warranty Identification Number. This number will be used for reference and invoicing.
- 3.4** At Marathon Equipment Company's discretion, the customer may be required to return an allegedly defective part to Marathon Equipment Company or to a Marathon Equipment Company vendor. The defective part must be received by Marathon Equipment Company or its vendor within fifteen business days after the request. If the part is required to be returned, a replacement part will be sent, and the customer will be invoiced for the replacement part. Once the allegedly defective part is received, it will be inspected for quality. If the part is then deemed by Marathon Equipment Company or its vendor to be defective, the customer will receive a credit for the replacement part and any shipping charges, subject to paragraph 3.5 below. To the extent Marathon Equipment Company agrees to reimburse any labor per the Flat Rate Schedule, such reimbursement will also be issued at this time. No warranty allowance will be issued for returned parts that Marathon Equipment Company, in its discretion, determines not to be defective.
- 3.5** All warranty parts are shipped using standard ground services. If the customer wishes to have the parts shipped, or wishes to ship a defective part pursuant to paragraph 3.4, by a faster method, the customer will be responsible for all shipping charges.
- 3.6** To the extent Marathon Equipment Company agrees to reimburse any labor, the customer must provide to Marathon Equipment Company's Service Department an itemized invoice or work order of all work performed within thirty days of completion of the work. Marathon Equipment Company will then in turn process the invoice for payment or ask for more information within thirty days. The invoice or work order is required to include the serial number of the unit, the model of the unit, the warranty authorization number, a labor breakdown, a description of the work performed, and the location of the unit, including end user name, city, and state.
- 3.7** The customer agrees to allow a reasonable time for repair or replacement of any part covered by this warranty.

4.0 Warranty Policy

- 4.1** Ongoing maintenance and repair are essential to the safe and reliable operation of Marathon Equipment Company products.
- 4.2** Read and understand the OMI Manual provided with each unit. Follow all warnings and instructions in the manual, on the unit, and otherwise provided by Marathon Equipment Company.
- 4.3** Maintenance, repair, or use by untrained personnel can cause injury or death. Maintenance and repair must be performed only by trained and qualified personnel or by personnel authorized by Marathon Equipment Company. Check with the Marathon Equipment Company Service Department to find a qualified and/or authorized service personnel in your area if you have none available.
- 4.4** Maintenance and repair performed by unqualified and/or personnel unauthorized by Marathon Equipment Company will void this warranty.
- 4.5** Use only genuine Marathon Equipment Company replacement parts or their authorized equivalent. Use of other parts will void this warranty.

5.0 Warranty Policy

- 5.1** Waiver by Marathon Equipment Company of any breach of these provisions shall not be construed as a waiver of any other breach.
- 5.2** Marathon Equipment Company and customer expressly agree that any action for Marathon Equipment Company breach of these provisions must be commenced within one year of the date of the alleged breach.

5.3 The provisions of this warranty, together with the Flat Rate Schedule, shall constitute the entire warranty agreement between Marathon Equipment Company and the customer.

5.4 If any provision herein shall be held invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

5.5 The customer waives the right to a trial by jury in any action arising out of, or related to, the terms of this warranty. The customer's failure to comply with any provisions of this warranty will void any and all warranty claims.

Flat Rate Schedule

A.1 Flat Rate Schedule of Hours Allowed for Marathon Recycling Solutions Balers

Model	All Manual-Tie Balers	2R-150	2R-240 / 2R-310 / 2R-450	All Auto-Tie Balers
Component	Hours			
Motor	3	3	4	3
Solenoid Coil	0.5	0.5	0.5	0.5
Main Cylinder	6	7	8	5
Ejector Cylinder	4	5	6	N/A
Hydraulic Pump	3	4.5	5	3
Solenoid Valve	1	1	1	1
Position Switches	1	1	1	1
Interlock Switch	0.5	0.5	0.5	0.5
Pressure Switch	0.5	0.5	0.5	0.5
Relief Cartridge	1	1	1	1
Hydraulic Hose	0.5	0.5	0.5	0.5
Relay	0.5	0.5	0.5	0.5
Transformer	0.5	0.5	0.5	0.5
PLC Controller	2	2	2	2
PLC Card	0.5	0.5	0.5	0.5
Hold Down Bars	5	5	6	5
Shear Blades	5	5	6	5

A.2 Allowance for Labor on Marathon Equipment Company Products

A.2.1 Subject to the provisions of Marathon Equipment Company Warranty Policy and Procedure, the labor rate for reimbursement is \$65.00 per man hour. This labor rate is effective for all customers unless written consent and acknowledgement has been given the Marathon Equipment Company Service Department.

A.2.2 Maximum allowance for troubleshooting labor is two (2) hours.

A.2.2 Travel time is not to be included in labor hours. Only time spent on site will be reimbursed.

A.3 Allowance for Labor on Marathon Equipment Company Products

A.3.1 Subject to the provisions of Marathon Equipment Company's Warranty Policy and Procedure, allowance for hydraulic fluid will be credited at \$3.00 per U.S. gallon.

A.3.2 Allowance for hydraulic fluid will not exceed for maximum capacity of the hydraulic reservoir on the unit.