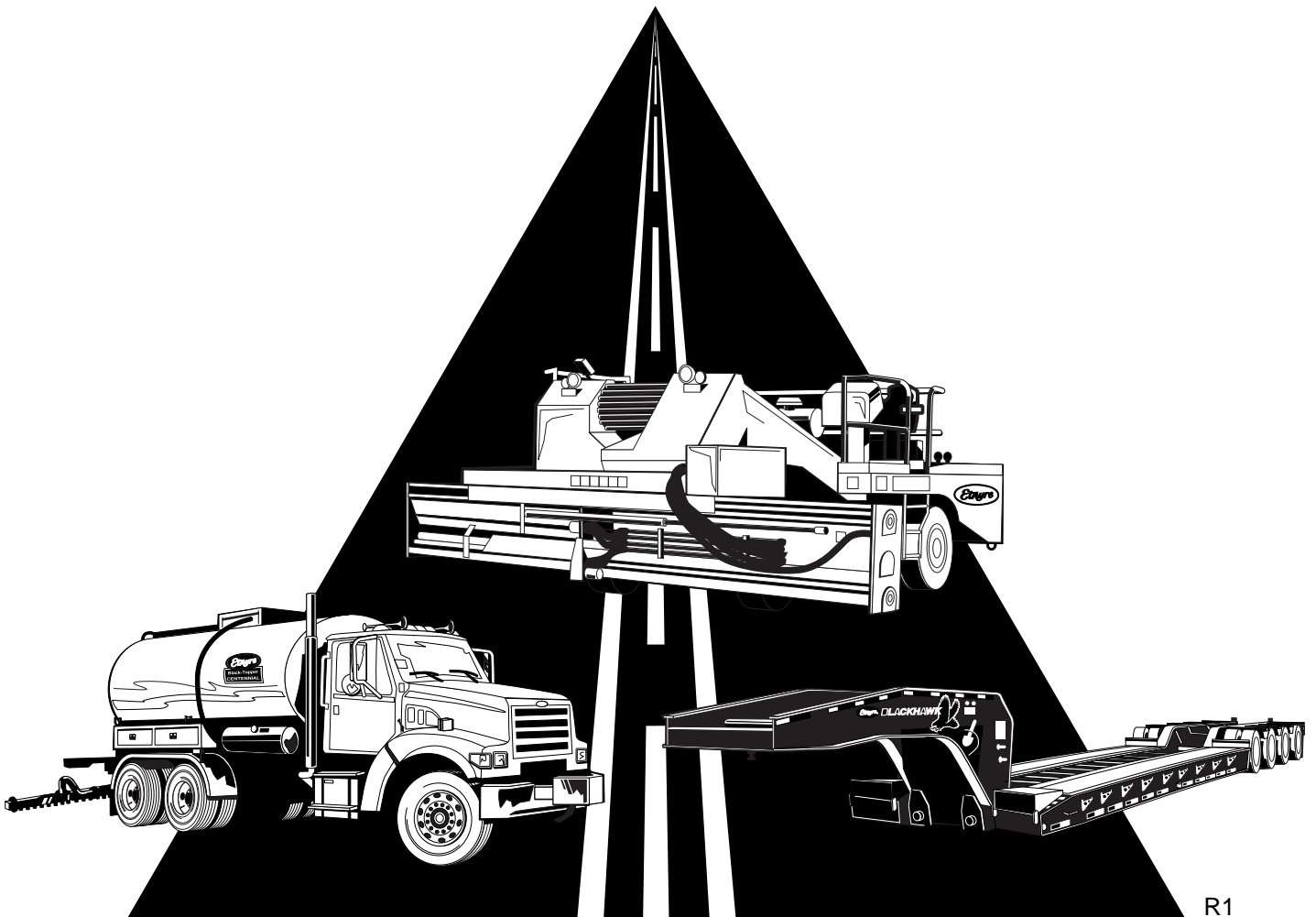




# Etnyre Warranty Policy

Effective date December 1, 2008





ESTABLISHED 1898  
INCORPORATED 1917

**E. D. ETNYRE & CO.,** Oregon, Illinois 61061-9778

1333 South Daysville Road • Phone 815/732-2116  
Fax: Main Office 815-732-4277, Sales & Service 815-732-7400  
Web Site: [www.etnyre.com](http://www.etnyre.com) • E Mail: [sales@etnyre.com](mailto:sales@etnyre.com)

March 1, 2004

TO: Etnyre & Trailer Dealers

ATTENTION: Warranty Administrator

To Whom It May Concern:

This letter is part of our continuing effort to communicate our warranty policies to our dealers.

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

Recently we have been receiving warranty claims, which do not comply with our policies and procedures. These errors typically lead to claim denial, which leads to resubmittals that increase the turnaround time for each warranty claim, and ultimately increase your cost and Etnyre's cost.

The Etnyre warranty policies and procedures must be followed to insure that your claims are processed promptly. Please note the following steps and abide by them when preparing your claim.

1. Only original Etnyre warranty claims forms will be accepted.
2. Claims and reports need to be e-mailed to: [warranty@etnyre.com](mailto:warranty@etnyre.com) or mailed to Etnyre, not faxed.
3. The date repair work was done.
4. The date the warranty claim was filled out.
5. Nature of failure. (full explanation)
6. A signed and dated service report from mechanic who did the repair and if possible a signature of owner/operator.
7. A copy of invoices of parts purchased from Etnyre.
8. A copy of all invoices of parts and labor purchased from an outside source.
9. Please explain why if excessive time was needed to do repairs.
10. Hours or miles on machine when repair was done.
11. Claim should be sent to Etnyre within 60 days of repair.

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 claim date.

After receiving a part back Etnyre will decide if that part needs to be sent back to our vendor for their inspection or if it is a part built by Etnyre. If the part is sent back to our vendor we will have to wait for their evaluation to determine if it is covered under their warranty. If they denied warranty for any reason we will then contact our dealer for more details of failure. After receiving this information we will then contact our vendor to see if they will reconsider their decision. At this time Etnyre will decide 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 scraped.

Unit is covered for 1 year from the start-up date. If a start-up form is not sent in we will use the delivery date. We do suggest you send in a start-up form.

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 without prior approval.
5. Also 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.

Thank you for your understanding and cooperation.

Sincerely,



Tony DiDomenico  
Service Administrator



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## **WARRANTY SERVICE AND ALLOWANCES**

1. Warranty Policy of The E. D. Etnyre & Co. will apply to all matters pertaining to claims against the Company for replacement of parts or compensation for services.
2. A copy of the Etnyre Delivery Start Up Report (E-668-91) 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 part(s) returned. Parts are to be returned in accordance with instruction on Warranty Claim Form (E-629). 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. The Company limits the warranty allowance on a part replaced in the field, without our knowledge, to the Company'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. On products covered at our service school, E. D. Etnyre & Co. will reimburse the dealers 70% of the dealers straight time rate for all warranty work done by a certified mechanic. Any work done by a non-certified mechanic will get paid at 50% of dealers straight time rate. On products not covered at our service school, E. D. Etnyre & Co. will reimburse the dealer 60% of the dealers straight time rate. Example Trailers, Flushers, Transports, etc. Dealers published rate schedule must be on file with Etnyre before claims will be processed.
8. Service truck mileage allowance will be 40¢ per mile.
9. Factory service assistance is available when required if the dealer service representative is unable to resolve the problem. E. D. Etnyre & Co. 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.
10. If a part or kit is available to repair a component we will only pay to repair that component. A remanufacture part, if available, should be used on a warranty repair.
11. Any warranty work done by non-selling dealer needs to be pre-approved by factory.



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## WARRANTY

**E. D. ETNYRE & CO.** warrants to the original Purchaser, its new product to be free from defects in material and workmanship for a period of twelve (12) months after date of delivery to original Purchaser. The obligation of the Company 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.

**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.**

This warranty does not obligate the Company to bear the cost of machine transportation in connection with the replacement or repair of defective parts, 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 the Company 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 manufactured by E. D. Etnyre & Co. purchased for 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 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.

# WHY WARRANTY CLAIMS GET DENIED

- 1) Repair work was done after unit was out of warranty. (1 year from start-up date, if no start-up sheet on file then 1 year from shipping date)
- 2) If we send an RMA for defective part and do not receive the part 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 to why repair was done.
- 7) Adjustments, normal maintenance and wear items.
- 8) No signature of mechanic doing repair. (will pay only 50% of your shop rate)
- 9) Claims sent in late without an explanation.





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# 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 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 business.

### I. **Dealer Participation Requirements**

- A. Mechanic/serviceperson must attend an Etnyre Service Training School, at least once every three years.
- B. Dealer will be required to purchase special equipment and/or tools required to perform service work on Etnyre products. (The approximate cost is \$500.00).
- C. Dealer will perform start-ups of new Etnyre units including the filling of a , “Delivery Start-Up Report”, with Etnyre on a timely basis. Failure to file a report will result in the warranty being started the day the unit was invoiced by Etnyre.

### II. **Incentive for Dealer Participation**

- A. If a dealer chooses to participate in the Certified Mechanic Program, Etnyre will reimburse the dealer for warranty work at 70% of the dealer’s posted labor rate.
  1. Start-ups or warranty work must be performed by Etnyre certified mechanics. The signatures of all certified mechanics will be kept on file. All service reports must be signed by a certified mechanic as well as the customer.
- B. Should a dealer choose not to meet the program requirements and thus does not participate in the program, Etnyre will only reimburse the dealer at 50% of the dealer’s posted labor rate.

### III. **Effective Date**

The updated Certified Mechanic Program will become effective March 1, 2004 and supersedes all previous programs.



Page Two  
Dealer Bulletin  
Certified Mechanic Program

As we will continue factory service training schools in February of each year, it should not be a burden to manage to send your service people every three years so they maintain their status as being certified.

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

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

Sincerely,

A handwritten signature in black ink that reads "Tony DiDomenico". The signature is written in a cursive, flowing style.

Tony DiDomenico  
Service Administrator



ETNYRE

ETNYRE TRAILER



ETNYRE INTERNATIONAL LTD.

### Delivery Start-Up Report

Warranty/Service Department — 1333 S. Daysville Road, Oregon, Illinois 61061, Phone: 815/732-2116

INSTRUCTIONS: Please fill out this form with the appropriate information and return to E. D. ETNYRE & CO. (Warranty Department) within 30 days following the start-up of unit. Failure to return this form could result in warranty claim denials on claims referencing this unit. Warranty decisions will be at the discretion of the Etnyre Company.

Make \_\_\_\_\_ Model \_\_\_\_\_ S/N \_\_\_\_\_

Owner \_\_\_\_\_ Dealer \_\_\_\_\_

Address \_\_\_\_\_ Address \_\_\_\_\_

\_\_\_\_\_

Contact \_\_\_\_\_ Contact \_\_\_\_\_

Phone \_\_\_\_\_ Phone \_\_\_\_\_

Manuals and Accessories Received with Unit:  Yes  No

Does Customer understand operation and safety of machine:  Yes  No

All operations and functions perform correctly:  Yes  No

Delivery/Start-Up Date \_\_\_\_\_

Warranty Expiration Date \_\_\_\_\_

Notes: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Owner's Name

Dealer Name

\_\_\_\_\_

Owner's Signature

Dealer Signature

The signature of the Buyer or other authorized person, acknowledges that the machine delivered is in satisfactory condition, operates satisfactorily, he has received instructions in operation and maintenance, he has received parts and operators manuals and notes Manufacturer's warranty applicable to this machine.

**Return to Etnyre**

- ETNYRE
- ETNYRE TRAILER



Dealer Claim No. \_\_\_\_\_

Resubmittal

## WARRANTY CLAIM

Warranty Department - 1333 So. Daysvi lie Road, Oregon, Illinois 61061

Phone: 815/732-2116 or 800-995-2116, Fax: 8151732-7400

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 30 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: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Authorized signature for dealer \_\_\_\_\_

Please Print

Title \_\_\_\_\_

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			\$