



# Warranty Policy and Procedure

## Compactors, Vertical Balers, Conveyors, Cart Dumpers

The following Warranty Policy and Procedure is the only warranty made by Marathon Equipment Company (Marathon), with respect to compaction, vertical baling, conveying, and dumping equipment manufactured by Marathon. MARATHON DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

*This warranty does not apply to other Marathon products such as horizontal balers, Raz-R®, and the Prospector® Wire Processor.*

### 1.0 Warranty Policy

- 1.1 Marathon 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 12 months from date of installation or 15 months from date of shipment, whichever occurs first.
- 1.2 Customer's sole and exclusive remedy under this warranty shall be limited to repair or replacement, at Marathon's discretion, of the defective part.
- 1.3 The term "customer" as used in this Warranty Policy and Procedure refers to the original purchaser of a new unit from Marathon or from any authorized Marathon dealer. This warranty extends only to customer. This warranty may not be assigned without Marathon's prior written consent.
- 1.4 Marathon 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 9 months from shipment or 6 months from date of installation, whichever occurs first, Marathon may, at its discretion, reimburse customer for the cost of labor necessary to replace a part covered by this warranty. To the extent any such labor costs are covered by Marathon, those costs shall not exceed Marathon's Flat Rate Schedule (Please see Appendix A attached to this document). Even if the warranty period set out in paragraph 1.1 has not yet expired, and the parts component of this warranty is still in effect, Marathon will not reimburse labor cost incurred more than 9 months after shipment or 6 months after installation, whichever occurs first. Marathon may reimburse customer and/or otherwise pay for the shipping of the replacement part, subject to paragraph 3.5 below and during the term of the labor component of this warranty, may also reimburse customer for mileage. Shop supplies, other travel expenses and all other costs will not be reimbursed.
- 1.5 This warranty shall not apply to any unit that 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.
- 1.6 Marathon neither assumes nor authorizes anyone to assume for it any other obligation or liability in connection with units covered by this warranty. Any change, amendment, or modification of any of the terms of this warranty must be made in writing and signed by Marathon.
- 1.7 This warranty excludes any obligation by Marathon for loss of product, down time, container services, or any other damage or cost incurred at any time. IN NO EVENT SHALL MARATHON

*(continued)*



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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 OR THE AUTHORIZED MARATHON DEALER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. The warranty and remedy set forth above are the sole warranty and exclusive remedy. This exclusive remedy shall not be deemed to have failed of its essential purpose so long as Marathon is willing and able to repair or replace defective parts in the manner described herein.

- 1.8 MARATHON'S KNOWLEDGE OF CUSTOMER'S APPLICATION AND INTENDED USE IS NECESSARILY LIMITED. CUSTOMER THEREFORE AGREES THAT IT WILL USE ITS OWN SKILL AND JUDGMENT TO SELECT A PRODUCT THAT SUITS ITS OR THE END USER'S NEEDS. CUSTOMER ASSUMES ALL RISK THAT THE UNIT MAY NOT BE SUITABLE FOR THE CUSTOMER'S OR END USER'S PARTICULAR PURPOSE.
- 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 considers this part of the installation of the unit.
- 1.10 Ordinary replacement parts (parts offered for sale by Marathon in the ordinary course of business) are not covered by, and are expressly excluded from, the terms of this warranty. Such parts are subject only to a 30-day return policy. Customer must provide accurate dimensions, measurements, and specifications when ordering such parts, which include Sealtite, hydraulic hoses, wiring, piping, and steel options. Marathon 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 customer.
- 1.11 No claims 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 Customer Responsibility

- 2.1 The customer must install or provide for installation of the unit in conformance with ANSI Z245.2 (Compactors) and ANSI Z245.5 (Balers) and any other applicable codes, regulations, or standards. Customer must comply with all laws and other requirements having force of law applicable at any time to the unit, its installation, or use. Customer shall indemnify and hold Marathon harmless from and against any and all claims, demands, losses, cost, or liability incurred by Marathon as a result of customer's breach of this provision.
- 2.2 Customer must be on site for the installation of the unit to ensure that these standards are met.
- 2.3 Marathon furnishes with each unit an Operation, Maintenance, and Installation (OMI) Manual along with an electrical and hydraulic schematic. Customer must familiarize itself with these materials, present them to any end user, and review them with any end user.
- 2.4 Customer must train all potential end users in the correct and safe methods of use and operation of the unit.
- 2.5 Marathon reserves the right to, among other things, deny customer's warranty claim in the event customer fails to perform any of its responsibilities under this warranty.

## 3.0 Warranty Procedure

- 3.1 Customer must present any claim under this warranty to the authorized Marathon dealer.
- 3.2 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 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 this warranty, Marathon will provide a Warranty Authorization Number. This number will be used for reference and invoicing.
- 3.4 At Marathon's discretion, the customer may be required to return an allegedly defective part to Marathon or to a Marathon vendor. The defective part must be received by Marathon or its vendor within fifteen (15) business days after the request. If the part is required to be returned, a replacement part will be sent. Once the allegedly defective part is received, it will be inspected for quality. If the part is then deemed by Marathon or its vendor to be defective, the customer will receive any further credit, reimbursement, or allowance due under the terms of

this warranty. To the extent Marathon agrees to reimburse any labor per the Flat Rate Schedule, such reimbursement will also be issued at this time. No credit, reimbursement, or allowance will be issued for returned parts that Marathon, in its discretion, determines not to be defective. In that event, customer will be obligated to pay for the replacement part and will be solely responsible for any labor.

- 3.5 All warranty parts are shipped using standard ground services. If the customer wishes to have the part shipped, or wishes to ship a defective part pursuant to paragraph 3.4, by a faster method, the customer will be responsible for all freight charges.
- 3.6 To the extent Marathon agrees to reimburse any labor, the customer must provide to Marathon's Service Department an itemized invoice or work order of all work performed within thirty (30) days of completion of the work. Marathon will then in turn process the invoice for payment or ask for more information within thirty (30) 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 hour breakdown, a description of the work performed, and the location of the unit, including end user name, city, and state.
- 3.7 Marathon recognizes that, from time to time, and for a variety of reasons, an invoice originally submitted within thirty (30) days of completion of the work may need to be re-submitted to Marathon. Any invoice, however, that is resubmitted or otherwise still outstanding ninety (90) days or more after completion of the work will be denied.
- 3.8 Customer agrees to allow a reasonable time for repair or replacement of any part covered by this warranty.

#### 4.0 Safety Notice

- 4.1 Ongoing maintenance and repair are essential to the safe and reliable operation of Marathon's 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.**
- 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. Check with the Marathon Service Department to find qualified and/or authorized service personnel in your area if you have none available.

- 4.4 Maintenance or repair performed by unqualified and/or personnel unauthorized by Marathon will void this warranty.
- 4.5 Use only genuine Marathon replacement parts or their authorized equivalent. Use of other parts will void this warranty.

### ***FAILURE TO COMPLY WITH ALL OF THE PROCEDURES ABOVE WILL VOID ANY AND ALL WARRANTY CLAIMS***

#### 5.0 Additional Provisions Applicable to Marathon Warranty

- 5.1 Waiver by Marathon of any breach of these provisions shall not be construed as a waiver of any other breach.
- 5.2 Marathon and customer expressly agree that any action for Marathon's breach of these provisions must be commenced within one (1) year of the date of the alleged breach.
- 5.3 The provisions of this warranty, together with the appendices attached to this warranty, shall constitute the entire warranty agreement between Marathon and 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 CUSTOMER WAIVES THE RIGHT TO A TRIAL BY JURY IN ANY ACTION ARISING OUT OF, OR RELATED TO, THE TERMS OF THIS WARRANTY.

# Appendix A

## A1.0 Flat Rate Schedule

A1.1 Subject to the provisions of Marathon's Warranty Policy and Procedure, the labor hours eligible for reimbursement are limited to the following:

HORSE POWER	< 5 HP	10 HP–15 HP	20 HP–30 HP	> 30 HP
<b>COMPONENT</b>	<b>HOURS</b>			
<b>MOTOR</b>	1	2	3	4
<b>SOLENOID COIL</b>	0.5	0.5	0.5	0.5
<b>MAIN CYLINDER</b>	2	3	4	4
<b>PC BLADE CYLINDER</b>	N/A	3	3	3
<b>HYDRAULIC PUMP</b>	2	2	2.5	3
<b>DIRECTIONAL CONTROL VALVE</b>	1	1	1	1
<b>POSITION SWITCHES</b>	1	1	1	1
<b>INTERLOCK SWITCH</b>	1	1	1	1
<b>PRESSURE SWITCH</b>	1	1	1	1
<b>RELIEF VALVE</b>	1	1	1	1
<b>HYDRAULIC HOSE</b>	1	1	1	2
<b>PANEL SWITCH COMPONENTS: I.E., RELAY, TIMER, OPERATOR SWITCHES, TRANSFORMER, COUNTERS, ETC.</b>	0.5	0.5	0.5	0.5
<b>PROGRAMMABLE CONTROLLER</b>	1	1	1	1
<b>GEARBOX</b>	2	4	N/A	N/A
<b>DRAG PLATE</b>	3	3	4	5
<b>MAIN RAM</b>	4	5	6	7
<b>HOLD DOWN BARS</b>	3	4	4	5

## A2.0 Labor Rate

- A2.1 Subject to the provisions of Marathon's Warranty Policy and Procedure, the labor rate for reimbursement is \$60.00 per man hour. This labor rate is effective for all customers unless written consent and acknowledgement has been given by the Marathon Service Department.
- A2.2 Maximum allowance for troubleshooting labor is one (1) hour.
- A2.3 Travel time is not to be included in labor hours. Only time spent on site will be reimbursed.
- A2.4 Subject to the provisions of Marathon's Warranty Policy and Procedure, in cases where no Flat Rate Hours are prescribed or the customer reasonably believes the claim will exceed the Flat Rate Hours, the customer may contact the Marathon Service Department in advance, provide an estimate of hours required, and request an allowance or reimbursement. Marathon reserves the right to grant or deny customer's request, in whole or in part, in its sole discretion. If, after the repair has begun, it is discovered that additional work is required and will exceed the customer's original estimate by more than 10%, customer must contact the Marathon Service

Department again for approval. Any claim for work not listed in the Flat Rate Schedule or for hours in excess of the Flat Rate Schedule will be denied unless prior written approval from the Marathon Service Department has been received and a prior agreement has been reached as to the amount of any allowance for reimbursement.

## A3.0 Hydraulic Fluid Reimbursement

- A3.1 Subject to the provisions of Marathon's Warranty Policy and Procedure, allowance for hydraulic fluid will be credited at \$6.00 per U.S. gallon.
- A3.2 Allowance for hydraulic fluid will not exceed the maximum capacity of the hydraulic reservoir on the unit.

## A4.0 Travel Mileage

- A4.1 Subject to the provisions of Marathon's Warranty Policy and Procedure, the warranty reimbursement for mileage is \$0.50 per mile. Mileage reimbursement will be limited to the distance between the place of business of the customer or authorized dealer to the machine location and back, up to a maximum of 250 miles round trip. Marathon will not reimburse or pay any labor rates for travel time.



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Specifications are subject to change without notice in order to accommodate improvements to the equipment. Certified in compliance with ANSI Regulation Z245.2, all OSHA standards, and certified under WASTEC's Stationary Compactor Certification Program. Products must be used with safe practice and in accordance with said regulations and standards.