



## Equipment (Whole Goods)

### Warranty Statement

COE Orchard Equipment Inc. offers a limited product warranty. Warranty is the failure of a part or component that occurs due to defective materials or poor workmanship from the factory. Wear items or a damaged part or component resulting from outside influence, neglect, abuse, operator error or an accident is not considered a warrantable failure. Only COE Authorized Dealer Locations can perform warranty repairs and submit warranty claims.

#### Terms & Conditions

- (1) COE Orchard Equipment Inc. at its discretion will warrant either by replacement, repair, or credit any COE manufactured part or component that failed due to defective material or poor workmanship. **NOTE:** Only COE original parts will be considered for COE warranty.
- (2) Warranty for parts & components provided by outside suppliers such as (John Deere, Eaton, Rexroth, Denison, Parker, Auburn, ETC.) will be subject to the terms & conditions of those suppliers. COE will take the appropriate steps to submit warranty claims to suppliers. **NOTE:** Only an authorized John Deere dealer may perform warranty work on the engine.
- (3) It is the customer's responsibility to submit the John Deere engine warranty registration to John Deere.
- (4) COE Orchard Equipment Inc. limited warranty will commence, only after the COE "Equipment Registration" form has been submitted to COE Orchard Equipment's warranty department. **IMPORTANT:** Submit Equipment Registration within **two weeks** from the date of sale. Failure to submit Equipment Registration may **void** warranty. Submitted Equipment Registration Forms must include machine hours, serial number and date of Equipment sold.
- (5) Coe Orchard Equipment Inc. warranty is **not** transferable.
- (6) End-User Warranty - The end-user warranty term is one year or 500 hours whichever occurs first. Any pre-existing hours on equipment before being sold to an end-user will be included in the 500 warranty hours
- (7) Default Dealer Warranty - The default machine dealer warranty period ends at 10 hours of use. COE warranty is in place for end-users/customers. **No** warranty will be paid on dealer stock units that accumulate hours past the default 10 hours of use.

- (8) Dealer Long Term Demo Units - Designated dealer demo machines **must** be recorded using the COE *"long term dealer demo registration"* form; this form can be submitted to the COE warranty team via email. Long term dealer demo warranty is valid for a period of one year or 500 hours of use, whichever comes first. Once the dealer long term demo period has expired, the machine is then considered by COE as used and carries no further warranty coverage. If the machine is sold during the dealer long term demo period and registered to the end-user/customer. The end-user/customer assumes the remaining warranty. COE factory dealer reps will periodically verify dealer long term demo machines hours of use.
- (9) Dealer Long term demo units **must** be registered as such before the first date of field use or no later than 3 months from the date the dealer has taken possession of the unit, whichever occurs first. Failure to submit Equipment Registration may **void** the warranty.
- (10) Dealer inventory rental units – Machines that dealers intend to use as rental units must be registered using the long-term demo form. Failure to submit Equipment Registration may **void** the warranty.
- (11) If a unit sits for an extended length of time, during which the unit has little to no operational time, the warranty regarding the electrical system and/or individual electrical components may be **restricted** and/or **voided**.
- (12) COE loaner equipment – Authorization for the use of loaner equipment will be on a case-by-case basis. Loaner equipment is not intended for extended time periods. Equipment loaned out will be returned to COE promptly upon completion of the specific task equipment was loaned out for. Unless authorized by COE service and support staff. Any repairs made to COE equipment loaned to an individual or dealer will be the responsibility of that individual or dealer. Equipment loaned out is in working order and must be returned in the same condition.
- (13) Diagnose and Verify - Before performing warranty service work, the dealer shall verify that the failure is covered under warranty and the failure mode was caused by a defect in materials or workmanship from the factory. Problem diagnosis must be performed quickly and accurately. If difficulty is encountered in diagnosing an issue, contact COE Service and Support in accordance with routine service procedures.
- (14) If the dealer had any communication/assistance from COE employees regarding any service job, they **must** include the COE employees name, date, and time of conversation along with description of communication/assistance on dealer work order/warranty claim. **NOTE:** Indicate the means of communication in the claim. EX: phone call, text message, email, in person.
- (15) Warranty repairs exceeding **\$3,000.00** will **require** pre-authorization from COE Orchard Equipment Inc. by using the COE repair estimate worksheet and/or communication with COE service and support. The unit may be requested to be shipped back to COE for inspection, or a COE technician may be sent out to inspect the unit depending on location. Repairs that exceed \$3,000.00 that are not pre-approved may result in claim denial.
- (16) The COE *"Warranty Claim"* form may be submitted by e-mail and use the dealers service work order or repair order number as the warranty claim number. Dealer **must** submit warranty claims within 30 business days of last labor date on the dealer work order. Failure to do so may result in a rejected claim. Copy of dealer work order/invoice including labor time stamps **must** be submitted with the warranty claim form. **NOTE:** All COE forms, documents, and worksheets are available on [www.coeshakers.com](http://www.coeshakers.com) under the dealer login. If you cannot log in or access documents, please reach out to our warranty team.

- (17) A/C repairs – Claims for A/C repairs must include high and low side pressure readings, ambient air temperature, temperature coming out of vent, amount of refrigerant recovered and charged to system. Pressure and temperature readings before and after repair must be included. Units not manufactured with a low side service port need to state as such in the claim form.
- (18) Each repair made **must** be submitted as a separate claim. If a single repair takes multiple trips/days, then the times and dates must be clearly stated in the claim form.
- (19) Include photos and or videos of failure if possible. If easily accessible, it is recommended to include pictures of the failure before and after repair showing the location and means of the failure.
- (20) Warranty reimbursement for parts will be at dealer cost plus 15 percent.
- (21) Warranty labor hours will be paid at the dealer's standard shop rate. Any warranty work done outside the normal business hours will be paid at the dealer's standard shop rate. The amount of labor hours paid by warranty will be based on a reasonable amount of time to complete the warranty work/repair.
- (22) Travel time, overtime, call-out fees, shop supplies, diagnostic time, hauling and shipping charges are **not** covered by warranty.
- (23) Over the counter parts warranty - Warranty consideration for COE manufactured parts sold "over the counter" will be 15 business days from the invoice date. Non-COE manufactured parts sold "over the counter" are subject to the manufacturer's "terms & conditions" for warranty. Any shipping required will be at the dealer's expense.
- (24) Warranty requests for parts sold "over the counter" will **require** a copy of the original invoice the part was purchased and the invoice for the defective part that was exchanged. If the part was billed to a repair order, a copy of the repair order will be **required**. There will be no labor allowance for replacing a failure part sold "over the counter".
- (25) Electronic components sold "over the counter" are **not** warrantable.
- (26) Warrantable parts that failed during the warranty term are to be returned only after receiving a "Return Goods Authorization" (**RGA**) request from COE Orchard Equipment's warranty department. Parts **must** be returned within 30 business days of the RGA request date. Parts must be returned with a copy of the **RGA** document. Claims will **not** be considered without returned parts and components. Shipping costs related to the return of requested parts are **not** covered by warranty.
- (27) Returned parts and components **must** be capped/sealed and in ready condition to be sent to the vendor for their warranty review processing. Parts and components that are not sealed will **not** be considered for warranty submission. Warranty will be **void** on parts and components that have been disassembled. Complete part must be returned, or claim will be denied. Example: if hydraulic cylinder brakes off an end, the part that broke off must be returned along with the cylinder.
- (28) Returned parts and components **must** include proper documentation. EX: Claim #, dealer name and location, customer name, machine serial #, machine model code #, hours, packing list must be weatherproof. If additional parts are required to process a claim, COE warranty admin will fill out and send an additional **RGA** (Return Goods Authorization).
- (29) COE Warranty Admin will review claims within 30 business days. Due to the increase in the volume of activity during harvest season, the deadline for COE to review claims may be increased.
- (30) Outside supplier warranty will be subject to those suppliers terms & conditions. Review timelines may vary depending on supplier.

- (31) Dealers will have 30 business days to review settlement and appeal decisions before administration submits authorization to Finance for processing. Credits may be applied to an outstanding account that are passed due. If the dealer decides to appeal any credit amounts, they will need to submit a “*Settlement Inquiry Form*” before the 30-day review period expires. **No** adjustments will be made after the 30-day review period.
- (32) Software Warranty - Factory loaded software is covered during the machines’ warranty period. Loading new software is not covered by warranty unless a defect exists in the old software. Loading software that provides an enhancement to operation is not covered under warranty. This includes situations where new software is required because of a new or revised application for the product. Likewise, fine tuning of selectable or configurable software is **not** covered by warranty. Items such as but not limited to: adjusting settings, pattern changes and trim options.
- (33) All hydraulic cylinder seals have a limited warranty of 250 hours.
- (34) Warranty will **not** pertain to normal wear or maintenance items. Items such as but not limited to: (Flaps, slings, shaker pads, head drive belt, hanger mounting parts, carriage bumpers, carriage & head wear plates, sprockets, chains, conveyor/elevator belts, tires, track belts, track mid rollers, batteries, slides, cab interior & seats, door latches & gas struts, window glass & molding, canvas & deck covers, tree seals & flippers, fittings & hoses (hydraulic or water, loose or failed), clamp cylinders, trunnion cylinders & cylinder anchor pins, ETC). COE will warrant such items providing items were damaged as a result of a warrantable failure.
- (35) COE will **not** warranty any damages due to operational error or abuse, poor maintenance, neglect, outside influence, or non-COE aftermarket installs. It is the owner’s responsibility to maintain equipment and perform all needed adjustments.
- (36) COE will **not** warranty any damages resulting from shipping, accidents or natural disasters.
- (37) The use of any parts that are incorrect or incompatible with equipment will **void** warranty. Only COE authorized parts can be used in critical areas, such as but not limited to; (shaker head assembly, internal/external components of the shaker head, hydraulic systems, propulsion drive, air conditioning/heater, ETC).
- (38) Use of only COE original parts are to be used in the hydraulic system. Use of non-approved parts pertaining to the hydraulic system will **void** warranty.
- (39) Any repair work inadvertently affecting the powder coat finish of the unit will **not** result in a reapplication of the powder coating. The level of cosmetic and protective finish applied to repairs will be to COE discretion. COE will use any reasonable means to protect the metal surface from the weather while maintaining an acceptable level of aesthetic appeal. An example would be the use of spray paint.
- (40) COE Orchard Equipment Inc. is not liable for repair work performed by dealer.
- (41) COE Orchard Equipment Inc. is not liable for financial losses due to machine downtime.
- (42) COE Orchard Equipment Inc. does not warrant dealer rework or modifications. Modifications **must** be pre-approved by COE in order to apply to the limited warranty. Any claims submitted resulting from a non-approved modification will be **denied**. Failure due to a modification approved by COE may fall under the Special Allowance section of the limited warranty.
- (43) COE Orchard Equipment Inc. Reserves the right to modify and/or alter the design or manufacture of any of its equipment at any time without incurring an obligation to the buyer to modify and/or alter units previously sold.
- (44) The acknowledgment of any deficiencies or potential defects will only apply from the time of disclosure to future claims. Previously denied claims will remain denied, and resubmission of

denied claims will not be accepted. Refinement of deficiencies will be processed through standard warranty practices.

- (45)** Special Allowance - Product warranty is an integral part of supporting our products to attain superior levels of customer satisfaction and loyalty. Both are critical components of growth and profitability for COE Orchard Equipment and its dealers. At times, the need may arise where a service credit is requested for a “special situation” outside of what is defined by the warranty policy. This typically means that a machine may have a warrantable-type failure outside of the warranty period but may also apply in other situations where a customer or dealer may have legitimately incurred excessive service repair expenses beyond those allowed by warranty. In those rare cases where a dealer may feel that a policy allowance is justified, coordinate the request through COE Service and Support. Special allowances requested by dealers must be approved by COE Service and Support to be eligible for payment. Payments for special allowances are typically shared. If the allowance is based on a “goodwill” gesture by the company, it is recommended that a starting point be to split the costs three ways between COE Orchard Equipment, the dealer, and the customer. These policy allowances are payable through the submission of a “Special Allowance” claim. In addition to other required claim information, the claim must contain the dollar amounts to be shared in the agreed-upon settlement and completely describe the reason for the allowance, reference the name of the approver and any associated COE Service and Support case documentation. **NOTE:** Only **one** Special Allowance will be allowed per unit.
- (46)** If a dealer wishes to have their payable warranty labor rate increased. Dealers are to request the rate increase prior to November 31<sup>st</sup>. If labor rate is approved, then the new rate will take effect on January 1<sup>st</sup> of the coming year. Dealers may be requested to show documentation showing the desired labor rate in use. Requested documentation will consist of 100 consecutive work orders. Out of the 100 work orders there must be a majority of 75 or more showing customers paying the requested labor rate amount. Only 1 labor rate increase will be allowed per calendar year.
- (47)** COE Orchard Equipment Inc. reserves the right to review, change, modify, refuse, or extend warranty as circumstances dictate.

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