



All Models

Warranty

Policies and Procedures



Hydro-Gear® Warranty Policies and Procedures

Limited Warranty

BLN-50225_P18 March, 2019

Hydro-Gear Limited Partnership (hereinafter referred to as "Hydro-Gear") warrants to the original equipment manufacturer (OEM), authorized distributor, or authorized servicing dealer purchasing a Hydro-Gear product or replacement parts (such purchaser is hereinafter referred to as "Buyer") that the product or replacement parts will be free from defects in material and workmanship at the time of shipment from Hydro-Gear, and will conform to such drawings and specifications as are applicable to the product or replacement parts under Hydro-Gear's sales agreement with Buyer.

The duration of this limited warranty is as set forth in the section below under the heading "WARRANTY PERIODS." During the applicable period of warranty, Hydro-Gear shall repair or replace at its option those products or their parts which are found by Hydro-Gear to be defective in material or workmanship at time of shipment, provided that Hydro-Gear or its authorized representative is first advised in writing of Buyer's contention of such defect (during such warranty period) and provided further, that the product or, if applicable, the replacement part in question is made available for inspection by Hydro-Gear or its authorized representative. To facilitate inspection, Hydro-Gear may request return of the product and/or part which Buyer contends to be defective. Product or parts failures or malfunctions which are not attributable to defects in material and/or workmanship, and which are not covered by the said warranty include, but are not limited to:

- * Inadequate, contaminated, or improper fluid.
- * Accident, abuse, improper maintenance, or neglect.
- * Stripped keyways, or splines stripped or worn on external shaft end.
- * Improper mounting of external pulleys, gears, couplings, etc.
- * Improper electrical connection or power supply.
- * Corrosion, or other damage, resulting from battery acid leakage.
- * Operating above those speeds, weights limits, pressures, or temperatures recommended by Hydro-Gear.
- * Use of the product in a manner or for a purpose not originally intended for by Hydro-Gear or failure to use in strict accordance with Hydro-Gear's written instructions.
- * Repairs or installation by personnel other than as authorized by Hydro-Gear.
- * Transportation.
- * Use of parts other than Genuine Hydro-Gear Parts or other parts authorized in writing by Hydro-Gear.
- * Misdiagnosis of component failure.
- * Maintenance items such as filters, oil, etc.

THE WARRANTIES SET FORTH HEREIN ARE IN LIEU OF AND TO THE EXCLUSION OF ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT BY WAY OF LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

HYDRO-GEAR'S LIABILITY, WHETHER OF WARRANTY, NEGLIGENCE, OR OTHERWISE, IS LIMITED TO THE REPAIR OR REPLACEMENT AS HEREIN PROVIDED OR, AT HYDRO-GEAR'S SOLE OPTION, TO A REFUND OF THE PURCHASE PRICE. **THIS SHALL BE HYDRO-GEAR'S SOLE AND MAXIMUM LIABILITY AND UNDER NO CIRCUMSTANCES SHALL HYDRO-GEAR BE LIABLE FOR LIQUIDATED, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES.**

If Buyer grants warranty on Hydro-Gear products of greater scope than the warranties provided by Hydro-Gear, or extends any warranty period beyond the applicable period described in "**WARRANTY PERIODS,**" Buyer does so at its sole risk and expense and Buyer will indemnify and hold Hydro-Gear harmless from any claims of any party based on such greater warranty or period, and any expenses incurred in the defense of such claims. This warranty only applies to OEM's, authorized distributors, authorized servicing dealers, and by its terms does not extend to any person buying the product from such OEM, authorized distributor, or authorized servicing dealer, for personal, family, or household use. If Buyer makes available the benefits of this warranty to its customer, and if the Magnuson-Moss Warranty Improvement Act (Pub. L. 93-637) or similar state laws should apply, Buyer assumes all responsibility for compliance with such laws and any expenses incurred in the defense of any such claims, thereunder.

Note: Proof of purchase must be available if requested to assist in determining commencement of the warranty period. If proof of purchase is not available, the Hydro-Gear Serial Number will determine the commencement of the warranty period.

I. ORIGINAL (OEM) INSTALLED PRODUCTS^Δ

A. REVIEWED TWO YEAR NONCOMMERCIAL* USAGE (See Figure 1, Hydro-Gear Warranty Time Frames)

The warranty period shall be limited to the earlier of:

- (i) 24 consecutive months (2 years) from the date of first sale** of the product, or
- (ii) 24 consecutive months (2 years) from the date of manufacture if proof of purchase is not available upon request, and is subject to a limitation of 48 consecutive months (4 years) from the date of manufacture.***

B. REVIEWED ONE YEAR COMMERCIAL USAGE (See Figure 1, Hydro-Gear Warranty Time Frames)

The warranty period shall be limited to the earlier of:

- (i) 12 consecutive months (1 year) from the date of the first sale of the product, or
- (ii) 90 days from the date of the first sale of the product on Rental applications; or
- (iii) 12 consecutive months (1 year) from the date of manufacture if proof of purchase is not available upon request, and is subject to a limitation of 48 consecutive months (4 years) from the date of manufacture.

C. REVIEWED TWO YEAR COMMERCIAL USAGE (See Figure 1, Hydro-Gear Warranty Time Frames)

The warranty period shall be limited to the earlier of:

- (i) 24 consecutive months (2 years) from the date of the first sale of the product, or
- (ii) 90 days from the date of the first sale of the product on Rental applications; or
- (iii) 24 consecutive months (2 years) from the date of manufacture if proof of purchase is not available upon request, and is subject to a limitation of 48 consecutive months (4 years) from the date of manufacture.

II. REPLACEMENT PARTS AND UNITS^Δ

A. HYDRO-GEAR REPLACEMENT PARTS

- (i) All parts shall be warranted for 90 days from the date of first sale, or the balance of the original product warranty, whichever is longer.
- (ii) This warranty is subject to a limitation of 48 consecutive months (4 years) from the date of manufacture.

B. HYDRO-GEAR REPLACEMENT UNITS

- (i) Replacement units shall be warranted for 180 days from the date of first sale, or the balance of the original product warranty, whichever is longer.
- (ii) Nevertheless, the warranty period for replacement units in Rental applications is limited to 90 days from the date of first sale.
- (iii) These warranties for replacement units are subject to a limitation of 48 consecutive months (4 years) from the date of manufacture.

^Δ All Product repairs and replacements must be performed by an authorized dealer or service center to prevent Hydro-Gear's warranty from being voided.

* Noncommercial - any vehicle not reviewed for commercial use by Hydro-Gear.

** First sale - is considered the date a vehicle, replacement part or replacement unit is first sold by Buyer (OEM, authorized distributor, or authorized servicing dealer).

*** 48 consecutive months (4 years) from the date of manufacture – Any warranty period listed herein will remain in effect for its entire duration on any sale of the product by Buyer occurring up to 48 consecutive months (4 years) from the date of manufacture by Hydro-Gear. Hydro-Gear will not reimburse Buyer on warranty claims pertaining to products sold by Buyer more than 48 consecutive months (4 years) from the date of manufacture by Hydro-Gear. In the latter case, any warranty offered by Buyer is at the sole risk and expense of Buyer. In such case, Buyer will indemnify and hold Hydro-Gear harmless from the claims of any party based on such warranty, and from any expenses incurred in the defense of such claims.

Warranty Claims Procedure

- A. Claims submitted to Hydro-Gear will require a Hydro-Gear, OEM, Outdoor Power Equipment Institute (OPEI) or equivalent claim form from the servicing dealer. Dealer claims must provide all pertinent information typical on OPEI claim forms, i.e., owner's name, servicing dealer, Hydro-Gear Serial Numbers, symptoms, repair date, and type of use, etc.
- B. Complete Hydro-Gear product Model Number and Serial Number must be provided.
- C. All claims must be filed within 45 days of unit failure.
- D. Warranty claims will be processed in accordance with: BLN-51371 for the United States and Canada; BLN-51373 for Europe, and BLN-51374 for Australia.
- E. Hydro-Gear reserves the right to reduce or reject a warranty claim which does not comply with the stated procedures.
- F. Warranty labor rate(s) will be set by Hydro-Gear.
- G. Labor rate time guidelines will be as follows:

Hydraulic Units		Electric Units	
Hydraulic Unit Replacement	Up to Two hours maximum	Electric Unit (Transaxle) Replacement	Up to Two hours maximum
Hydraulic External Repair	Up to One hour maximum	Electric Unit (Transaxle) External Repair	Up to One hour maximum
Hydraulic Internal Repair	Up to Three hours maximum	Electric Unit (Transaxle) Internal Repair	Up to Three hours maximum
		Electric Component Replacement or Repair	Up to One hour maximum

Hydraulic Product Group	Hydro-Gear Warranty Time Frames		
	2 Year Noncommercial Usage	1 Year Commercial Usage	2 Year Commercial Usage
ZT-1800 / ZT-2100 / ZT-2200 (EZT) ZT-2800	Yes	No	No
ZT-3100 / ZT-3200	Yes	Yes	No
ZT-3400 / ZT-3600 / ZT-3800 / ZT-4400 / ZT-5400	Yes	-	Yes
SST	Yes	No	No
RT-310	Yes	Yes	No
T1 / T2 / T3	Yes	No	No
310-0510 / 310-0610 / 310-0710	Yes	No	No
310-2000 / G700 / 310-3000 / 310-3500	Yes	No	No
Pumps (PC)	Yes	Yes	No
Pumps (PJ, PE, PL, PG, PK, PR, PW, PY)	Yes	-	Yes
Piston Motor (HGM-H, PRM)	Yes	-	Yes

Figure 1: Hydraulic Warranty Time Frames

Electric Product Group	Smartec Warranty Time Frames		
	2 Year Noncommercial Usage	1 Year Commercial Usage	2 Year Commercial Usage
Electric Drive - ZT	Yes	No	No
Electric Drive - LT	Yes	No	No

Figure 2: Smartec Warranty Time Frames

- a) All warranty times listed in Figures 1 & 2 are for products originally installed in a machine by an OEM manufacturer.
- b) See sections I(B), I(C), II(A) and II(B) on the **Warranty Periods** page for Rental Application, Replacement Part, and Replacement Unit warranty information.