



Limited Warranty Policy

1. ConTech International, LLC dba Phoenix Curb Machines (PCM) offers a limited warranty on each new machine against defects in material and workmanship under normal use and service for a period of six (6) months unless otherwise agreed to in writing by an authorized employee of PCM. This limited warranty commences on the day the customer receives delivery.
2. The obligation under this limited warranty is limited to the replacement or repair of parts and/or machines at a PCM factory branch or at an authorized Phoenix Curb Machines distributor. This decision is solely at the discretion of Phoenix Curb Machines.
3. Machines altered or modified without the express written consent by an authorized employee of PCM will nullify and void the expressed limited warranty. Misuse, negligence, accidents or the operation of machines in any way other than that recommended by PCM will void this limited warranty. This limited warranty shall not apply to machines repaired by service personnel other than those of PCM, their distributors or their factory branches.
4. This limited warranty includes labor on all PCM products. Labor must be performed at an authorized PCM distributor or by those companies or individuals designated by PCM. Should the repair or replacement of parts require an onsite visit by a factory representative the cost of transportation and other expenses connected therewith are not covered by this limited warranty and are the responsibility of the purchaser unless specifically agreed to in writing by an authorized employee of Phoenix Curb Machines.
5. Written authorization for the return of merchandise under limited warranty must be obtained from PCM, 12518 NE Airport Way, Suite 150, Portland, Oregon 97230. This communication may be by fax, email or United States Postal Service delivery.
6. PCM reserves the right to inspect and render final decision on each limited warranty case.
7. PCM reserves the right to improve or make product changes without incurring any obligation to update, retrofit or install the same on machines previously sold. Wherever possible Phoenix Curb Machines will make available for purchase the improvements or changes if applicable. Phoenix Curb Machines reserves the right to improve or make product changes at any time without notification to past, present or future customers.
8. PCM is not responsible for any liability or damage or injury directly or indirectly incurred due to design, material or operation of its products. This limited warranty only applies to defects which have arisen solely from faulty materials or workmanship in the machines and does not apply to any other defects which may have arisen as a result of, Including, but not limited to:
 - Accidental damage, abuse, misuse, maltreatment, abnormal stress or strain of the machines;
 - Neglect of any kind in respect to the machine;
 - Damage or deterioration of finishes as a result of use, harsh conditions, lack of proper care or preventative maintenance;
 - Normal wear and tear;
 - Use or maintenance of the machines in any manner not approved or recommended by Phoenix Curb Machines including inadequate servicing, repair, and maintenance;
 - Alterations or repair of the machine other than approved in writing by an authorized employee of PCM;
 - Personal injury, property damage or economic loss, however caused, will not be covered by this limited warranty;

The Concrete Choice in Curbing Machines

By ConTech International, LLC
www.phoenixcurbmachines.com

February 2016



12518 NE Airport Way, Ste. 150

Portland OR 97230

888.443.6390

971.258.2589

9. The following wearable parts and components are not covered by this limited warranty:

Engine: filter elements, belts, oil, fuel, grease, gaskets, O-rings and fittings;

Machine: lamps and lights, fuses, belts, chains, tires, valve stems, wire, hydraulic or fuel filter elements, batteries, grease, oil, gaskets, O-rings, hoses and fittings, sensors, transducers, sensor wands, gauges.

OEM Parts: Parts supplied by other manufacturers and used by PCM in the assembly of the machine which are covered by that manufacturer's warranty;

10. To be able to make a limited warranty claim the owner must;

- a. Not modify, install or operate the machine in any manner, other than in accordance with the instruction manual, owner's manual or in any other manner not authorized in writing by an authorized employee of PCM;
- b. Ensure that the machine has an operating hour meter throughout the period covered by this limited warranty.
- c. Is responsible for all costs incurred as a result of a warranty claim including site access costs, site downtime and all transportation and shipping costs.

11. PCM will not cover the cost of parts, labor or travel incurred as a result of a malfunction of any non-genuine attachment or attachments fitted to the machine by the owner or others.

12. This limited warranty is not transferrable to another party beyond the original owner.

13. Limited warranty claims must be submitted by fax, email or regular mail within thirty (30) days after parts or machine failure. Please submit requests to:

Phoenix Curb Machines, 12518 NE Airport Way, Suite 150, Portland, Oregon 97230

THIS LIMITED WARRANTY SUPERCEDES ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR USE AND ALL OTHER OBLIGATIONS OR LIABILITIES ON OUR PART. PCM NEITHER ASSUMES NOR AUTHORIZES ANY OTHER ENTITY TO ASSUME ANY OTHER LIABILITY OR LIMITED WARRANTY IN CONNECTION WITH THE SALE OR SERVICE OF ANY OF OUR PRODUCTS. THIS LIMITED WARRANTY SHALL NOT APPLY WITH RESPECT TO ENGINES, MOTORS AND OTHER COMPONENT PARTS PRODUCED BY OTHER MANUFACTURERS AND USED ON PCM PRODUCTS. SUCH ITEMS SHALL HAVE SUCH WARRANTIES OR LIMITED WARRANTIES AS MAY BE PROVIDED BY THAT MANUFACTURER.

Phoenix Curb Machines

12518 NE Airport Way, Suite 150

Portland OR 97230

971.258.2589

www.phoenixcurbmachines.com

phoenixcurbmachines@hotmail.com

The Concrete Choice in Curbing Machines

By ConTech International, LLC

www.phoenixcurbmachines.com

February 2016