



GOLDSCHMIDT

Smart Rail Solutions



WARRANTY POLICY AND PROCEDURE FOR PORTACO, INC.

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1. Limited Warranty

PortaCo, Inc. will warrant to the original consumer, purchaser, or lessee that its product will be free from defects in original factory materials and workmanship under normal use and service for (500) five hundred runtime hours or (1) one calendar year, whichever comes first. Warranty date begins at the date of shipment.

For all products manufactured by PortaCo, Inc. excluding power units, the warranty period shall be extended to (2) two years from the date of shipment if the product was sold to and in service with an original purchaser in the United States, Canada or Mexico.

The term “original purchaser” as used herein, means the person or firm who first purchases the product for his own use and not for resale. This warranty is not applicable to any Third Party. PortaCo’s obligation under this warranty shall be limited to the repair or replacement of warranted parts or products, at PortaCo’s option, F.O.B. PortaCo’s factory, Moorhead, MN.

The limited warranty applies to parts and direct labor with the **exception** of:

- Tires
- Batteries
- Engines

These parts and components are considered to be wear items and/or may be covered by warranties under the original manufacturer.

Replacement Parts are covered by Manufacture Warranty for 90 days from installation date.

PortaCo, Inc. Limited Warranty does not cover:

- Damages caused by failure to provide proper service, maintenance and/or storage as described in the Operator’s or Owner’s Manual.
- Damages resulting from improper repairs, modifications or use of non-approved parts or accessories.
- Damages resulting from operating at pressure in excess of recommended maximum.
- Damages resulting from continued use of the product after a known problem has been discovered.
- Damages resulting from negligence, accident, theft, vandalism, riot or any act of God.
- Altering, modifying or customization the product.
- Use of any contaminated or improper fluids.
- Transportation or travel expenses for service.
- Damages resulting from improper transportation.
- Damages from external heat and/or water.
- Parts and labor needed to properly maintain the product per the operator’s or owner’s manual.
- Replacement of parts due to normal wear and tear.

- Damages related to scratches and dents.
- Surface rust and deterioration of paint, trim, and other appearance items that result from use and/or exposure to the elements.
- Consumables such as light bulbs, fuses, etc.
- Failure to fully pay for any PortaCo invoice, under terms allowed, will void this limited warranty until full payment is received.
- Warranty work provided or performed by anyone other than PortaCo, Inc. or an authorized representative including approved Dealers.
- Mandatory claims without an authorized warranty claim.
- Any defect in the goods arising from any drawing, design or specification supplied by the buyer
- Parts, materials or equipment not manufactured by the seller, in respect of which the buyer shall only be entitled to the benefit of any such warranty or guarantee as it is given by the manufacturer to the seller.

THE WARRANTY SET FORTH HEREIN IS IN LIEU OF, AND EXCLUSIVE OF, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR USE AND FITNESS FOR A PARTICULAR PURPOSE, ARE SPECIFICALLY EXCLUDED. UNDER NO CIRCUMSTANCES SHALL PORTACO, INC. BE LIABLE TO ANY PERSON FOR INCIDENTAL, CONSEQUENTIAL, ECONOMIC, DIRECT, INDIRECT, GENERAL, SPECIAL OR OTHER DAMAGES, INCLUDING BUT NOT LIMITED TO PENALTIES, DAMAGES FOR LOSS OF PROFITS OR PRODUCTION, EXPENSES OR OTHER CHARGES INCURRED FOR SERVICE CALLS AND/OR TRANSPORTATION OF THE PRODUCT TO/FROM THE INSPECTION OR REPAIR FACILITIES, OR INJURY TO PERSON OR PROPERTY. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, PORTACO, INC. SHALL NOT BE LIABLE FOR ANY CLAIMS BASED ON THE CONDITION, USE FOR OPERATION OF THE PRODUCTS, WHETHER BASED ON CONTRACT, TORT, OR OTHER THEORIES OF LAW INCLUDING WITHOUT LIMITATIONS, THEORIES OF NEGLIGENCE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

2. Warranty Procedure

All warranty services must be completed by a PortaCo, Inc. certified service technician or an authorized representative in accordance with the Warranty Policy. An End User or Sub-Dealer is responsible to have an authorized dealer or service technician performed warranty work. Defective part(s) may be required to be returned to PortaCo, Inc. before warranty reimbursement/credit will be issued. Warranty documents and parts return must be processed before 30 days of work completion. PortaCo reserves the right to issue reimbursement up to 30 days from receipt of warranty paperwork and returned parts.

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PortaCo, Inc. reimbursement program is as follows:

- Parts shipped by PortaCo, Inc. at time of Warranty will be reimbursed at dealer cost.
- Labor rate @ 110.00 USD per hour according to the warranty times defined by PortaCo, Inc. No reimbursement for extended repair time will be considered without a detailed explanation of additional work performed and approval by PortaCo, Inc. service representative.
- Warranty reimbursement is issued as an account credit or in form of direct payment depending on account status. Direct payments will only be made if the Dealer account is in payable status for 30 consecutive days.
- Invoices and/or Employee Work Orders will not be considered as official Warranty documentation but may be submitted as further documentation if needed.
- Reimbursement for parts purchased by dealer from other sources must be accompanied by receipt and will be reimbursed at Dealer Net as if purchased from PortaCo, Inc.

The Dealers procedure for warranty claim reimbursement is as follows:

1. Dealer calls in to obtain a warranty claim authorization and to determine whether to return failed part(s).
2. Dealer fills out, in full, the warranty claim form - https://www.portaco.com/fileadmin/user_upload/PDF/Warranty_Claim_Form_PortaCo.pdf
3. Dealer keeps copy and attaches original to the part. (If part(s) are requested)
4. Dealer to mail, fax or email warranty claim form to PortaCo, Inc. If claim is by email, it is recommended dealer use pci@goldschmidt.com and request a return receipt.
5. PortaCo, Inc. will acknowledge via email that they received the warranty claim.
6. If parts are requested for return, provide copies of the warranty claim form within box. If warranty is accepted freight will be reimbursed by PortaCo, Inc.

Further information regarding warranty, please contact:

PortaCo, Inc.

1805 2th Avenue North

Moorhead, MN 56560 USA

OFC (218) 236-0223

FAX (218) 233-5281

pci@goldschmidt.com

3. Notification of change

Revision	Date	Reason	Editor
Rev. 01	Aug 5th, 2020	Issue in new format	Madden
Rev. 02	Feb 4, 2022	Update Labor Rate	Madden
Rev. 03	Jan 18, 2023	Update Labor Rate	Madden
