American Piledriving Equipment, Inc./J&M Foundation Equipment LLC (APE/J&M) warrants products sold by it to be free from defects in material or workmanship for a period of one year after the date of delivery to the first user and subject to the following conditions:

Both APE/J&M’s obligation and liability under this WARRANTY is expressly limited to repairing or replacing at APE/J&M’s option, any parts which appear to APE/J&M upon inspection to have been defective in material or workmanship. Such parts shall be provided at no cost to the user, at the business establishment of APE/J&M or the authorized APE/J&M distributor of the product during regular working hours. This WARRANTY, shall not apply to component parts or accessories of products not manufactured by APE/J&M and which carry the warranty of the manufacturer thereof, or to normal maintenance (scraped and scived lube and fuel lines, worn cushion material in the drive base) or normal maintenance parts (such as fouled injectors, weakened check valve springs, damaged grease zirts caused by use over time).

Replacement or repair parts installed in the product covered by this WARRANTY are warranted only for the remainder of the warranty as if such parts were original components of said product. APE/J&M makes no other warranty, expressed or implied and makes no warranty of merchantability or fitness for any particular purpose.

APE/J&M’s obligation under this WARRANTY shall not include any transportation charges, costs of installation, duty, taxes or any other charges whatsoever, or any liability for direct, indirect, incidental or consequential damage or delay. If requested by APE/J&M, products or parts for which a warranty claim is made are to be returned transportation prepaid to APE/J&M. Any improper use, including operation after discovery of defective or worn parts, operation beyond rated capacity, substitution of any parts whatsoever, or parts not approved by APE/J&M or any alteration or repair by others in such manner as in APE/J&M’s judgment affects the product materially and adversely, shall void this warranty.

ANY TYPE OF WELDING ON EQUIPMENT WILL VOID THE WARRANTY

Refusal: Vibros: If the pile does not move one foot in 30 seconds of vibro operation at full speed. Resort to a larger vibro. APE/J&M equipment may exceed the refusal driving criteria for short periods of time as may be needed to penetrate hard soil layers or obstacles. In such cases, a heat gun is used to monitor the temperature of the bearings and related components to prevent use of the machine beyond 210 degrees. Contact APE/J&M or your local APE/J&M distributor for special instructions when faced with refusal conditions.

Refusal: Diesels/Hydraulics: Do not exceed 10 blows per inch or 120 blows per foot. In cases of setting of the pile it is permitted to increase the blow count to 240 blows per foot, for no more than 6 inches of pile penetration. Pile inspectors should consult the APE factory for permission to exceed these limits. Failure to do so will void the warranty. This standard specification is accepted by the DFI (Deep Foundations Institute) and the PDCA (Pile Contractors Association) and by all manufacturers of pile driving equipment.