OFFICIAL LIMITED WARRANTY

BD Breakers Hydraulic Breakers

Effective Date	July 2026
Issued By	Breakers & Drills North America Inc.
Applicable Products	New BD hydraulic breakers sold by BDNA or an authorized BDNA dealer
Warranty Contact	BDNA Parts & Warranty | parts@bdna.ca | www.bdna.ca | +1 705 671 7100
Document No.	BDNA-WAR-BDH-001

1. Warranty Coverage

BDNA warrants that each new BD hydraulic breaker sold by BDNA or an authorized BDNA dealer will be free from defects in material and workmanship under normal use, proper installation, and proper maintenance.

The warranty period is twelve months or 1,000 operating hours from the documented date of delivery or commissioning to the original end user, whichever occurs first.

This warranty applies only to the original end-user purchaser and only where the breaker has been installed, commissioned, operated, maintained, and serviced in accordance with BDNA requirements, product manuals, and accepted hydraulic breaker operating practices.

2. BDNA Warranty Remedy

If BDNA determines that a covered defect exists during the warranty period, BDNA may, at its sole discretion, repair the defective part, replace the defective part, supply approved replacement parts, or authorize repair through BDNA or an authorized BDNA dealer/service provider.

Where BDNA authorizes warranty repair through an authorized BDNA dealer or service provider, approved labour is included within the written Authorized Repair Scope and the applicable BDNA warranty labour allowance. Authorized diagnostic labour that directly establishes a covered defect may also be included. Labour performed without prior written authorization, beyond the approved scope or allowance, or for travel, overtime, standby, rework, unrelated maintenance, or third-party services is not covered unless BDNA separately approves it in writing.

BDNA's obligation is limited to the repair or replacement of parts or components determined by BDNA to be defective in material or workmanship. This warranty does not automatically provide for a full breaker replacement, refund, credit, rental unit, field service, travel, downtime compensation, or lost production.

3. Warranty Activation and Startup Documentation

Warranty coverage requires proper startup and commissioning documentation. A completed BDNA Breaker Commissioning / Installation Form must be submitted to BDNA within 30 days of delivery, installation, or startup.

The commissioning record must include the breaker model and serial number, carrier make/model/serial number, hydraulic pressure and flow settings, relief pressure setting, return line/back pressure confirmation where applicable, hammer pressure readings where applicable, installation photos, startup photos and/or video, and a work order or service report confirming setup parameters.

If startup or installation is completed by the customer or a third party, BDNA may require additional photos, videos, work orders, pressure readings, or third-party verification. Late or incomplete commissioning documentation does not automatically void coverage, but it may delay claim processing and may limit or result in denial of coverage where the missing information prevents BDNA from verifying warranty eligibility, proper installation, hydraulic setup, operating conditions, or the cause and extent of a reported failure.

4. Customer Responsibilities

- Operate the breaker within BDNA's published specifications and approved application limits.
- Ensure the breaker is properly matched to the carrier and that hydraulic flow, pressure, and return line conditions are correct.
- Use approved hydraulic oil, grease, tools, parts, and accessories.
- Follow all greasing, maintenance, inspection, and operating procedures.
- Avoid blank firing, dry firing, side loading, prying, overheating, overloading, underwater use without proper setup, and abusive operation.
- Stop operating the breaker immediately if an abnormal condition or suspected defect occurs.
- Notify BDNA or an authorized BDNA dealer promptly after discovering a suspected warranty condition. Notice should normally be provided within five business days.
- Provide requested photos, videos, work orders, pressure readings, service history, maintenance records, and failed parts for inspection if requested.

Late notice will not automatically void a claim but may limit coverage where the delay prevents proper investigation, compromises evidence, or causes additional damage. Continued operation after a suspected failure may also result in partial or full denial of coverage for the additional damage.

5. Warranty Claim Process

1. Notify BDNA or an authorized BDNA dealer promptly after discovering the issue. Notice should normally be provided within five business days. Late notice will not automatically void a claim but may limit coverage where the delay prevents proper investigation, compromises evidence, or causes additional damage.
2. Provide the required warranty claim information, including serial number, proof of purchase, operating hours, carrier details, issue description, photos/videos, pressure and flow readings, maintenance records, and startup documentation.
3. Do not perform teardown, disassembly, parts replacement, or third-party repair without prior written authorization from BDNA.
4. Retain failed parts for BDNA inspection if requested. Failure to preserve or return specifically requested evidence may affect coverage only where the absence materially prevents proper investigation, causation analysis, safety review, or supplier recovery.

6. Emergency and Machine-Down Situations

If a suspected failure creates an unsafe condition, an uncontrolled leak, a risk of component separation, a risk of environmental damage, or a reasonable likelihood of additional equipment damage, the customer must stop operation, isolate the equipment where safe to do so, and contact BDNA or an authorized BDNA dealer immediately.

Before written authorization is received, the customer or dealer may take only the minimum action reasonably required by law, site safety rules, or immediate protection of people, property, or the environment. This may include shutting down, isolating, securing, containing a leak, documenting the condition, and preserving failed parts or evidence.

Emergency action does not constitute warranty approval. Teardown, parts replacement, welding, machining, transportation, third-party repair, or full repair remains subject to BDNA written authorization unless the action is immediately necessary to address a safety or legal requirement. Any unauthorized cost is not automatically reimbursable.

7. Out-of-Area Warranty Support

For customers located outside BDNA's regular service area, warranty assessment may require inspection or verification by a BDNA-approved dealer, service provider, technician, hydraulic specialist, or other authorized representative.

BDNA may require verification of carrier hydraulic pressure, hydraulic flow, relief pressure, return line/back pressure, breaker operating pressure, installation condition, greasing condition, maintenance condition, application conditions, and operator practices.

Travel, mileage, lodging, freight, transportation, hotshot delivery, third-party inspection, site-access costs, and dealer travel are not included in standard warranty coverage unless expressly authorized in writing by BDNA before the cost is incurred. BDNA may also approve these expenses as part of a service campaign, emergency authorization, supplier recovery action, or commercial settlement.

8. Product Notices, Service Bulletins, and Campaigns

BDNA may issue quality alerts, technical service bulletins, product improvement campaigns, safety campaigns, or other written product notices for identified models, serial-number ranges, applications, or operating conditions. Each notice will define the affected equipment, required action, parts or kit, labour allowance where applicable, cost responsibility, completion requirements, and any operating restrictions.

BDNA may review similar claims collectively where the same or substantially similar condition appears on multiple units, recurs after an authorized repair, reaches a material cumulative cost, or is associated with a production or supplier change. Opening a population review does not itself determine that any individual claim is covered; each unit remains subject to the applicable warranty evidence and authorization requirements unless a written campaign states otherwise.

A technical service bulletin or production improvement does not automatically establish a defect, extend warranty coverage, or create a right to a retrofit. Coverage outside the standard warranty exists only where BDNA issues a written campaign, recall, warranty authorization, or other written approval that expressly applies to the affected breaker.

Where a formal safety campaign or regulatory recall applies, the terms of that notice control and the customer must follow all inspection, stop-use, repair, and completion instructions stated in the notice.

9. Items Not Covered by Warranty

This warranty does not cover normal wear, routine maintenance, consumables, misuse, incorrect setup, poor maintenance, external damage, or carrier-related issues. Excluded items and conditions include:

- Normal wear and tear, including tools, chisels, moil points, blunt tools, working tools, bushings, retaining pins, retaining bars, retainers, tool locks, mounting pins, and other wear components.
- Classification as a wear, service, maintenance, or consumable item does not automatically exclude a claim where BDNA determines, from sufficient evidence, that the component failed prematurely because of a defect in material, workmanship, specification, assembly, or factory installation rather than normal wear or operating conditions.
- Hoses, fittings, couplers, mounting components, seals, O-rings, diaphragms, and related service items are not covered for normal wear, deterioration, external damage, carrier-side conditions, or improper installation. This exclusion does not apply where BDNA determines that a factory-supplied component failed because of a defect in material, workmanship, specification, assembly, or factory installation.
- Grease, lubricants, nitrogen charging, oil, filters, and other consumables or routine service items.
- Paint, decals, cosmetic damage, corrosion, weather exposure, or environmental deterioration.
- Damage caused by incorrect hydraulic pressure, inadequate or excessive flow, excessive back pressure, contamination, overheating, poor lubrication, incompatible oil, improper carrier match, or faulty carrier equipment.
- Damage caused by blank firing, dry firing, side loading, prying, overloading, abusive operation, improper installation, poor maintenance, unauthorized repair, modification, welding, alteration, adjustment, or disassembly.
- Damage caused by unauthorized parts, tools, fluids, lubricants, or accessories.
- Travel, mileage, lodging, freight, transportation, hotshot delivery, third-party inspection, site-access costs, and dealer travel are not included in standard warranty coverage unless expressly authorized in writing by BDNA before the cost is incurred. BDNA may also approve these expenses as part of a service campaign, emergency authorization, supplier recovery action, or commercial settlement.
- Downtime, lost production, rental equipment, project delay, standby labour, penalties, inconvenience, and other indirect, incidental, special, or consequential losses.

10. Goodwill Support and Commercial Settlements

BDNA may, at its discretion, provide support outside the strict terms of this warranty. Such support may be classified as goodwill, a commercial settlement, a service campaign, or another written commercial accommodation.

Goodwill or a commercial settlement is separate from warranty coverage, applies only to the specific written matter approved by BDNA, does not constitute an admission that the claim was warrantable, and does not modify this Limited Warranty or establish a precedent for future claims.

11. Limitations and Non-Transferability

Except for any separate written warranty issued by BDNA and any rights or remedies that cannot lawfully be excluded, restricted, or modified, this Limited Warranty is the only express warranty provided by BDNA for a new BD hydraulic breaker. No dealer, distributor, employee, technician, representative, or service provider is authorized to modify, extend, or expand it unless approved in writing by BDNA.

To the extent permitted by applicable law, BDNA is not responsible for indirect, incidental, special, or consequential damages, including loss of production, loss of revenue, loss of use, equipment downtime, rental equipment, project delay, standby labour, penalties, or inconvenience.

This warranty applies only to the original end-user purchaser and is not transferable to a subsequent owner unless approved in writing by BDNA.

12. Product Status and Special-Use Units

Warranty treatment depends on the documented status and use of the breaker:

- **Dealer inventory:** A new and unused breaker held by an authorized dealer for resale. Standard end-user warranty begins at documented delivery or commissioning to the original end user.
- **Demo unit:** A breaker operated by BDNA or an authorized dealer solely for approved demonstrations. The unit must be registered with BDNA before operation. Unless separate written terms state otherwise, the time-based warranty begins on the date of first operation and all demonstration hours count toward the 1,000-hour limit.
- **Rental unit:** A breaker supplied for paid rental or hire. Rental units are not covered by this Limited Warranty unless BDNA issues a separate written rental warranty.
- **Customer trial:** A temporary customer placement before final sale. The trial must be approved and registered by BDNA before operation. Unless separate written terms state otherwise, the time-based warranty begins on the date of first operation or placement with the trial customer, whichever occurs first, and all operating hours count toward the warranty limit.
- **Consignment unit:** A new breaker placed with a dealer or customer while ownership remains with BDNA or the authorized dealer. An unused consignment unit is treated as dealer inventory. Once operated, it is treated as a demonstration unit or customer trial, as applicable.
- **Previously operated equipment:** Any used, rental, rebuilt, repaired, reconditioned, or otherwise previously operated breaker. Such equipment is not covered by this Limited Warranty unless BDNA provides a separate written warranty.

Replacement parts, shop repairs, field repairs, reseals, and rebuilds are covered only under the applicable BDNA parts, repair, or rebuild warranty, where issued.

13. Factory-Supplied Accessories, Replacement Parts, and Authorized Repairs

A factory-supplied accessory delivered with a new breaker and identified on the invoice, commissioning record, or approved accessory registration follows the new-breaker warranty period unless a separate written accessory warranty states otherwise. This includes BDNA-approved auto lubrication systems and their factory-supplied pumps, hoses, fittings, harnesses, controls, and mounting hardware.

Accessory coverage applies to verified defects in material, workmanship, specification, assembly, or factory installation. It does not cover grease, lubricants, routine adjustment, normal maintenance, running a reservoir empty, incompatible or contaminated grease, blocked delivery caused by maintenance conditions, operation outside published temperature or supply requirements, external damage, carrier-side conditions, or unauthorized installation or modification.

Genuine replacement parts purchased separately, parts supplied as a warranty remedy, separately installed accessories, and BDNA-authorized repairs, reseals, and rebuilds are governed by the current BDNA Limited Warranty - Replacement Parts, Authorized Repairs, and Factory-Supplied Accessories.

A replacement part or completed repair does not restart or extend the warranty on the entire breaker. Any additional coverage applies only to the identified replacement part, factory-supplied accessory, or authorized repair scope and remains subject to the applicable written warranty period, evidence, authorization, and exclusions.

Third-party branded components may be subject to the original manufacturer's warranty. BDNA may coordinate a claim where appropriate but does not expand or replace the third-party warranty unless BDNA expressly agrees in writing.

14. Claim Reconsideration, Failed Parts, and Supplier Review

A customer or authorized dealer may request one formal reconsideration of a written warranty decision. The request should normally be submitted within fifteen business days after the decision and must identify the claim number, the determination being disputed, the requested outcome, and any new evidence or material information believed to have been overlooked.

A reconsideration request does not authorize continued operation, teardown, repair, transport, third-party work, or additional expense. Existing safety instructions and written authorization limits remain in effect unless BDNA changes them in writing.

BDNA may inspect or test a failed component, request additional records, or consult a manufacturer or supplier. For BD Breakers warranty matters, BDNA remains the final customer- and dealer-facing warranty authority, subject to applicable non-waivable rights. Supplier review or recovery is separate from BDNA's final written disposition to the customer or dealer.

Failed parts and related evidence must be retained, protected, and identified until BDNA issues written instructions to return, continue holding, or release the item for disposal. Where BDNA requests a return, the part must be shipped under the assigned return authorization and packaging instructions. Failure to preserve or return requested evidence may affect coverage where it materially prevents proper investigation.

The assigned BDNA claim number and the record maintained in BDNA's designated warranty system constitute the official claim record. Informal conversations, texts, or emails do not modify the warranty or authorize cost unless they are issued or confirmed by an authorized BDNA representative and retained in the official claim record.

15. Governing Terms

This warranty applies to BD hydraulic breakers sold by BDNA or authorized BDNA dealers in Canada and the United States unless otherwise stated in writing. It is intended primarily for commercial equipment transactions and is subject to applicable federal, provincial, state, and local law.

Nothing in this Limited Warranty excludes, restricts, or modifies any right or remedy that cannot lawfully be excluded, restricted, or modified. If any provision is prohibited or unenforceable under applicable law, that provision will apply only to the maximum extent permitted and the remaining provisions will continue in effect.

The governing law, forum, and any additional contractual limitations applicable to a particular sale may be stated in the sales agreement, dealer agreement, quotation, invoice, or other executed contract. This Limited Warranty does not replace those commercial terms except where they directly conflict with non-waivable law.

Breakers & Drills North America Inc.
7275 Estaire Road, Sudbury, Ontario P3E 4N1, Canada
BDNA Parts & Warranty | parts@bdna.ca | www.bdna.ca | +1 705 671 7100