



Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

State of West Virginia  
 Request for Quotation  
 19 - Highways

Proc Folder: 253319

Doc Description: Addendum 2-SELF-PROPELLED CHIP SPREADER

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2016-10-28	2016-11-09 13:30:00	CRFQ 0803 DOT1700000020	3

BID RECEIVING LOCATION

BID CLERK  
 DEPARTMENT OF ADMINISTRATION  
 PURCHASING DIVISION  
 2019 WASHINGTON ST E  
 CHARLESTON WV 25305  
 US

VENDOR

Vendor Name, Address and Telephone Number:

West Virginia Tractor Company  
 P.O. Box 473  
 Charleston, WV 25322  
  
 304-346-5301

11/09/16 12:53:42  
 WV Purchasing Division

FOR INFORMATION CONTACT THE BUYER

Charles D Barnette  
 (304) 558-2566  
 charles.d.barnette@wv.gov

Signature X

FEIN #

550621655

11-2-2016  
 DATE

All offers subject to all terms and conditions contained in this solicitation

**ADDITIONAL INFORMATION:**

Addendum 2 -

1. To modify the specifications
2. To respond to vendor questions

No other changes.

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Highways, Department of Transportation to establish an open-end contract for a Self-Propelled Chip Spreader.

INVOICE TO	SHIP TO
DIVISION OF HIGHWAYS EQUIPMENT DIVISION RT 33 83 BRUSHY ROAD CROSSING, PO BOX 610 BUCKHANNON WV26201 US	DIVISION OF HIGHWAYS EQUIPMENT DIVISION 83 BRUSHY FORK RD CROSSING BUCKHANNON WV 26201 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	SELF-PROPELLED CHIP SPREADER	1.00000	EA	\$246,000	\$2,460,000

Comm Code	Manufacturer	Specification	Model #
22101606	Etnyre	Attached	Chipspreader

**Extended Description :**

CLASS 552 SELF-PROPELLED CHIP SPREADER- OPEN END CONTRACT

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	Mandatory Pre-Bid Meeting-10:00 AM	2016-10-18
2	Technical Question Deadline	2016-10-27



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Doc Description: Addendum 1-SELF-PROPELLED CHIP SPREADER

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2016-10-27	2016-11-09 13:30:00	CRFQ 0803 DOT1700000020	2

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 (304) 558-2566  
 charles.d.barnette@wv.gov

Signature X  FEIN # 550621655 DATE 11-2-2016

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**ADDITIONAL INFORMATION:**

**Addendum 1 -**

- 1. To publish Pre-bid Conference Sign In Sheet
- 2. To extend the bid opening date from November 1, 2016 to November 9, 2016, at 1:30 PM, EST.

No other changes made.

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Highways, Department of Transportation to establish an open-end contract for a Self-Propelled Chip Spreader.

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**State of West Virginia  
 Request for Quotation  
 19 - Highways**

Proc Folder: 253319

Doc Description: SELF-PROPELLED CHIP SPREADER

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2016-09-30	2016-11-01 13:30:00	CRFQ 0803 DOT1700000020	1

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 PURCHASING DIVISION  
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DATE

11-2-2016

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**Extended Description :**  
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**SCHEDULE OF EVENTS**

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**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: CRFQ DOT17\*020**

**Instructions:** Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

**Acknowledgment:** I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

**Addendum Numbers Received:**

(Check the box next to each addendum received)

<input checked="" type="checkbox"/> Addendum No. 1	<input type="checkbox"/> Addendum No. 6
<input checked="" type="checkbox"/> Addendum No. 2	<input type="checkbox"/> Addendum No. 7
<input type="checkbox"/> Addendum No. 3	<input type="checkbox"/> Addendum No. 8
<input type="checkbox"/> Addendum No. 4	<input type="checkbox"/> Addendum No. 9
<input type="checkbox"/> Addendum No. 5	<input type="checkbox"/> Addendum No. 10

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

West Virginia Tractor Company

Company



Authorized Signature

11-2-2016

Date

**NOTE:** This addendum acknowledgment should be submitted with the bid to expedite document processing.

Revised 6/8/2012

**DESIGNATED CONTACT:** Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

Gary W. Grady, PRESIDENT  
(Name, Title)  
Gary W. Grady, President  
\_\_\_\_\_  
(Printed Name and Title)  
P.O. Box 473 Charleston, WV 25322  
\_\_\_\_\_  
(Address)  
304-346-5301 304-346-5305  
\_\_\_\_\_  
(Phone Number) / (Fax Number)  
wvtractor@msn.com  
\_\_\_\_\_  
(email address)

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

West Virginia Tractor Company

\_\_\_\_\_  
(Company)  
Gary W. Grady, PRESIDENT  
\_\_\_\_\_  
(Authorized Signature) (Representative Name, Title)  
Gary W. Grady, President  
\_\_\_\_\_  
(Printed Name and Title of Authorized Representative)  
11-2-2016  
\_\_\_\_\_  
(Date)  
304-346-5301 304-346-5305  
\_\_\_\_\_  
(Phone Number) (Fax Number)



REQUEST FOR QUOTATION  
CRFQ DOT1700000020  
**CLASS 553 Self-Propelled, 4 Wheel Hydrostatic Drive Chip Spreader**

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- 7.2 **Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 7.3 **Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.
- Contract Manager:** Gary W. Grady  
**Telephone Number:** 304-346-5301  
**Fax Number:** 304-346-5305  
**Email Address:** wvtractor@msn.com
- 7.4 **Operating and Service Manuals and Parts Lists:** An operator's manual must be included with each unit upon delivery. A "line sheet" (if applicable) and the "Equipment Preventative Maintenance Questionnaire", (Exhibit "B") must be with pilot unit upon delivery, Attn: Marcia Lee. There must be 12 service/shop/maintenance manuals and 14 parts manuals; CD-ROM is preferred in lieu of parts manuals. Manuals shall be delivered upon completion of delivery of total units. Failure to do so will delay payment.
- 7.5 **Training:** Manufacturers and/or dealers will be required to stage a thorough seminar on the subjects of Preventative Maintenance, Operator, and Mechanic Training. In order to keep operators and mechanics updated, the successful vendor shall conduct training sessions covering the operation, maintenance, trouble shooting with each purchase order against this open end contract. Manufacturers and/or dealers shall be required to furnish the Training Academy with one (1) Operator's Manual to be shipped direct to

**WVDOH**  
Training Academy

Exhibit A

<b>Pricing Sheet</b>
<b>RFQ 7017EC01</b>

Item Number	Estimated Quantity	Unit of Measure	Description	Unit Price	Total
1	10	Each	One complete unit: Self-Propelled Chip Spreader	\$246,000	\$2,460,000
				Grand Total	

Vendor shall list the year, make, and model of the unit being bid:

2016 or later as ordered

Year: \_\_\_\_\_

Make: Etnyre

Model: Chipspreader

# State of West Virginia

## VENDOR PREFERENCE CERTIFICATE

Certification and application is hereby made for Preference in accordance with West Virginia Code, §5A-3-37. (Does not apply to construction contracts). West Virginia Code, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the West Virginia Code. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Vendor Preference, if applicable.

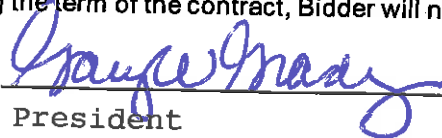
1.  Application is made for 2.5% vendor preference for the reason checked:  
Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,  
 Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification;  
 Bidder is a resident vendor partnership, association, or corporation with at least eighty percent of ownership interest of bidder held by another entity that meets the applicable four year residency requirement; or,  
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
2.  Application is made for 2.5% vendor preference for the reason checked:  
Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
3.  Application is made for 2.5% vendor preference for the reason checked:  
Bidder is a nonresident vendor that employs a minimum of one hundred state residents, or a nonresident vendor which has an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia and employs a minimum of one hundred state residents, and for purposes of producing or distributing the commodities or completing the project which is the subject of the bidder's bid and continuously over the entire term of the project, on average at least seventy-five percent of the bidder's employees or the bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years and the vendor's bid; or,
4.  Application is made for 5% vendor preference for the reason checked:  
Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5.  Application is made for 3.5% vendor preference who is a veteran for the reason checked:  
Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6.  Application is made for 3.5% vendor preference who is a veteran for the reason checked:  
Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.
7.  Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules.  
Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) rescind the contract or purchase order; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: West Virginia Tractor Company

Signed: 

Date: 11-2-2016

Title: President

\*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

# PURCHASING AFFIDAVIT

**MANDATE:** Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

**EXCEPTION:** The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

**DEFINITIONS:**

**"Debt"** means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

**"Employer default"** means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

**"Related party"** means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

**AFFIRMATION:** By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

**WITNESS THE FOLLOWING SIGNATURE:**

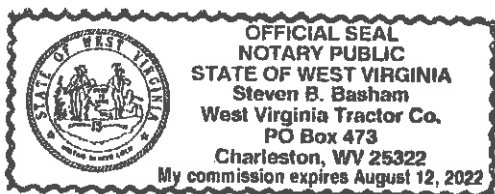
Vendor's Name: West Virginia Tractor Company  
Authorized Signature: *George [Signature]* Date: 11-2-2016

State of West Virginia  
County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 2<sup>nd</sup> day of November, 2016  
My Commission expires August 12, 2022.

**AFFIX SEAL HERE**

**NOTARY PUBLIC** *Steven B. Basham*





**WEST VIRGINIA  
TRACTOR COMPANY**  
CONSTRUCTION, MINING, MUNICIPAL & INDUSTRIAL EQUIPMENT

P. O. BOX 473, 214 VIRGINIA ST. W., CHARLESTON, WV 25322/25302 • (304) 346-5301

November 2, 2016

WV DOT-Highways  
Equipment Division  
P.O. Box 610  
Buckhannon, WV 26201

Subj: Self-Propelled Chip Spreader DOT16700000020 - Due 11-9-16 1:30

Ladies and Gentlemen:

We are pleased to offer the following described equipment for your consideration:

- 1-10 ETYNYRE Self-Propelled All Wheel Hydrostatic Drive ChipSpreader complete with 25,000 lb. front and rear axles, all wheel power brakes, 385/65R22.5-J wide base tubeless radial tires, (2) 24" hydraulically driven conveyors, fixed width 10' front spread hopper with hydrostatic drive spread roll, hopper agitator and 12" gates with (2) 6" gates on each end, automatic conveyor control and conveyor belt speed control, automatic application rate computer with speed sensor and (5) aggregate/application rate settings, sliding dual control station, self locking type hydraulic truck hitch, receiving hopper with hydraulic folding wings, light package, electric horn, backup alarm, hour meter, tachometer, engine warning system for oil and water, vandalism protection package, front fenders, fenders, standard yellow paint, manuals, all other standard equipment, plus:
  - B2 9'-18' Variable width spread hopper with individual air gates
  - B8 Spread hopper hydraulic raise/lower
  - C1 All wheel hydrostatic drive package with 25,000 lb. mechanical drive steer axle and rear axles both driven by 125 cc infinitely variable displacement hydrostatic pump and variable displacement hydrostatic motors and powered by a Cummins QSB 260 HP EPA TPEM compliant diesel engine
  - D7 Strobe light on adjustable height stand
  - E4 Spare filter kit
  - Operator and maintenance training

PRICE: F.O.B. Buckhannon.....\$246,000 EA. ....\$2,460,000

Availability: Currently about 120 days

West Virginia Tractor has been the authorized Etnyre dealer in West Virginia for over 40 years with a full sales, service and parts facility in Charleston. We meet all of your specifications exactly.

As required by law, we are licensed to do business in West Virginia (West Virginia Tax Dept. #1038-0884), and we are licensed by the West Virginia Secretary of State, the West Virginia Insurance Commission and with the WVDMV as a new vehicle dealer (D-43).

Page 2.

We qualify for and request the State of West Virginia resident vendor preference in accordance with West Virginia Code 5A-3-37.

West Virginia Tractor Company is an Equal Opportunity Employer and does not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap or national origin. We are also in compliance with West Virginia Code 21A-2-6, Unemployment and Workers Compensation status with the Bureau of Employment Programs.

Thank you for your consideration. If you have any questions or need any additional information, please feel free to call me at any time. We invite you to visit our web site at [www.wvtractor.com](http://www.wvtractor.com). Again, thanks.

Sincerely,



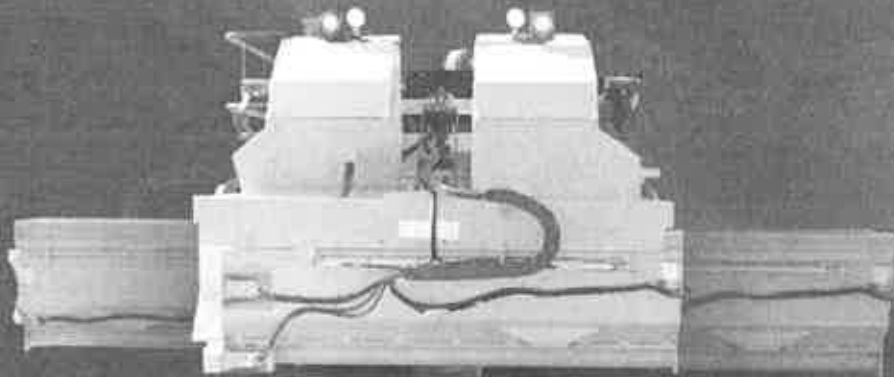
Gary W. Grady, President





# ETNYRE Chipsreaders

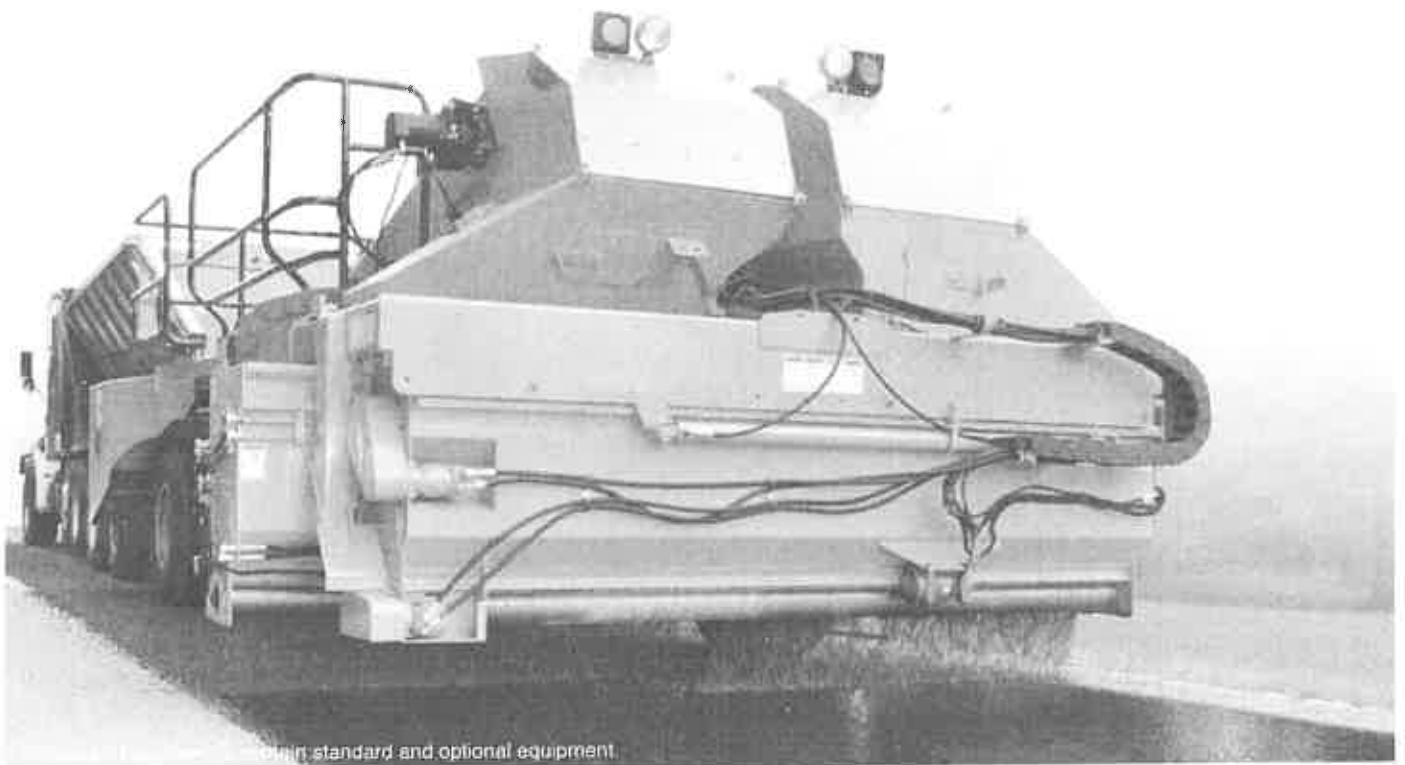
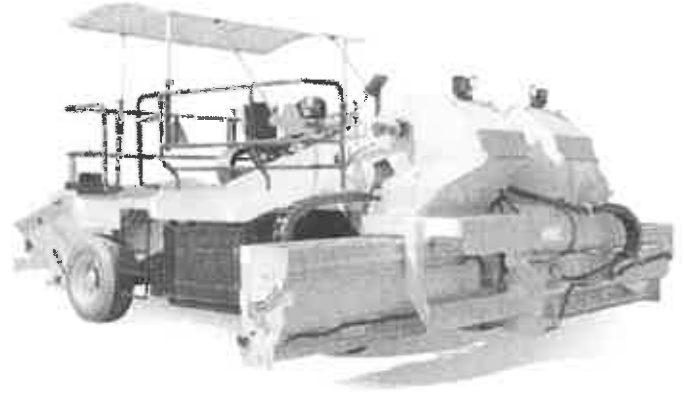
Built to be the best



# **Etnyre offers more**



- **Front wheel or four wheel drive**
- **More dependability,**
- **More productivity,**
- **More capacity,**
- **More control,**
- **More options.**



Illustrations are for general information only. Actual equipment may vary in standard and optional equipment.



## Computer controlled accuracy and the legendary Etnyre commitment to customer satisfaction.

- Efficient hydrostatic planetary drive. Front wheel or four wheel drive.
- Powerful Cummins diesel engine standard.
- EXCLUSIVE sliding seat and control module.
- Change spread width on the move with the exclusive Etnyre variable width spread hopper.
- Seamless speed control zero to full travel speed.
- High performance 24" wide conveyor belts deliver aggregate more efficiently.

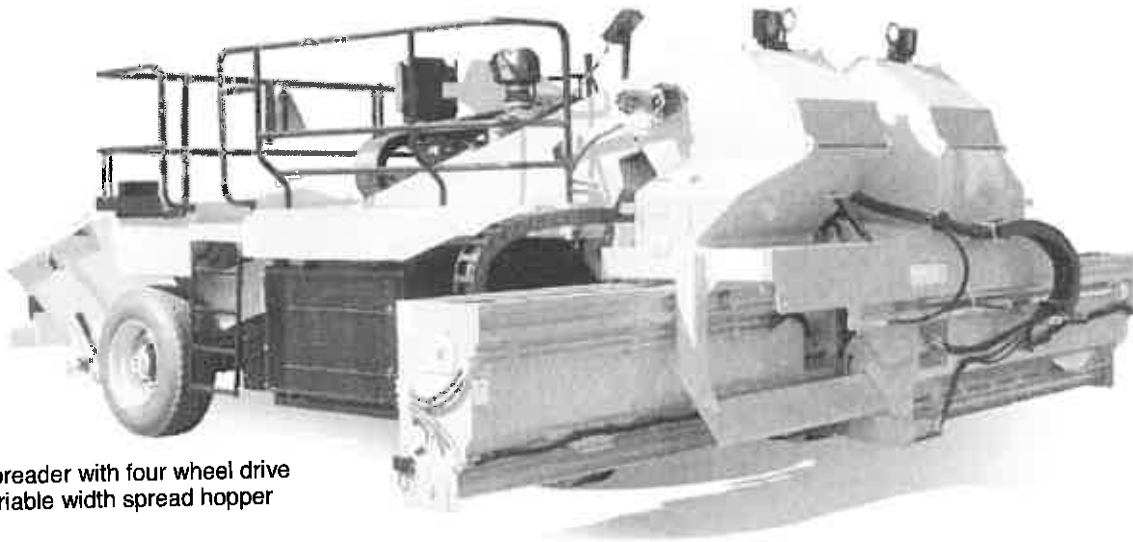


- EXCLUSIVE Etnyre switch-on-the-go truck hitch.
- Dependable planetary axle with service brakes.
- Folding Bat Wing Rear receiving hopper provides increased aggregate capacity and easy clean out of hopper.

# Etnyre offers more



- Higher Horsepower
- Longer Wheelbase
- Reduced Noise Level
- Soft Start Conveyors
- Side Mounted Radiator
- Reversing Fan
- Operator Controlled Auger and Conveyor Speed
- Weight Transfer Hitch
- Operator Stairs
- Larger Receiving Hopper
- Variable Height Hopper



ChipSpreader with four wheel drive and variable width spread hopper



Photos and illustrations contain standard and optional equipment

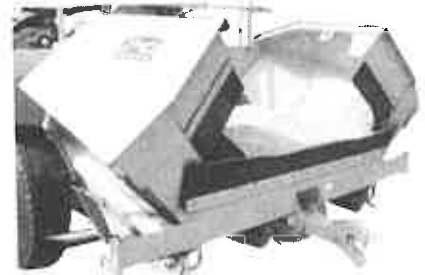
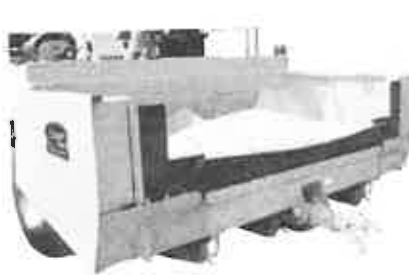
Front wheel drive ChipSpreader with standard spread hopper



**Control Panel** provides clear view and easy control. Change from forward to reverse with one hand without clutching.



**Computer** maintains a uniform aggregate application even during changes in road speed. Stores five different application rates.



**Folding Bat Wing Rear Receiving Hopper** provides increased aggregate capacity and easy clean out of hopper. Facilitates easy change of aggregate types.



**Individual gate controls** on standard and variable width hoppers offer variable spread width operated from a remote operators panel.



20 1/2"



10 1/2"

**Variable height front hopper.** Raise and lower hopper to clear obstacles. Easier loading.



**Sliding operator station** provides the visibility and control to increase operating efficiency and reduce fatigue. Available with manual or powered control.

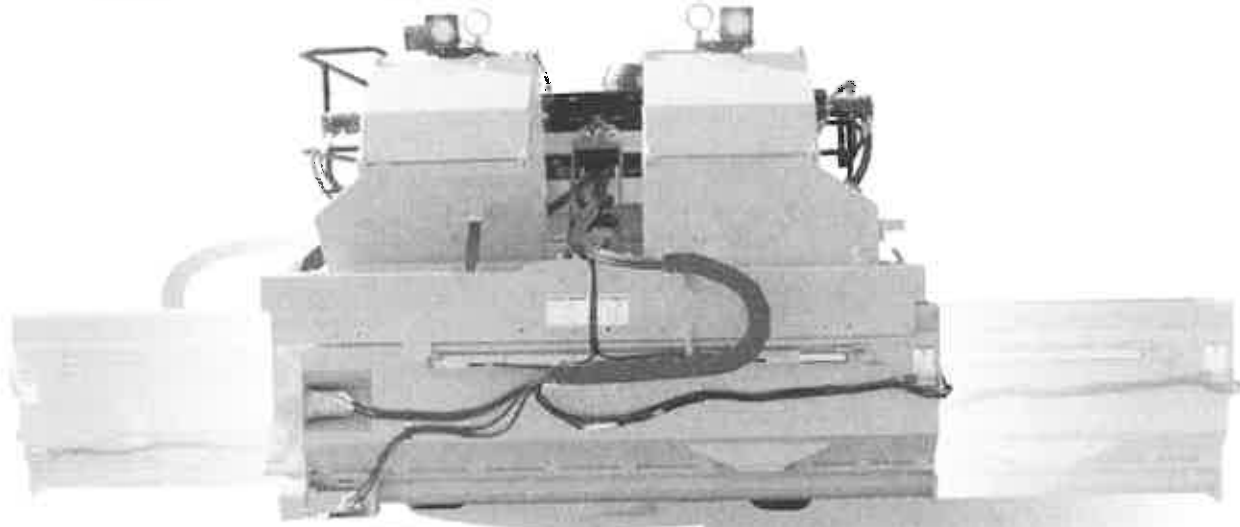


Photos and illustrations contain standard and optional equipment.

# Etnyre offers more



## Exclusive Etnyre Variable Width Spread Hopper.



### Change spread width on the move.

- No parts to add or subtract.
- One pass capability to 24' wide.
- No extra hopper extending beyond the spread width.
- Unbeatable transportation convenience.

The variable width hopper hydraulically extends and retracts while spreading to cover the entire road and shoulder in one pass. Width is adjusted with a switch. Controls are located at both the driver's seat and in a mobile control panel located at the right front station.

Two independent spread hoppers. Width is variable on the left side, right side, or both sides at once.

The hoppers retract with the flip of a switch. Ready for transport only seconds after finishing a job. No need to empty hoppers or remove parts.

Individual one foot power gates give the variable hopper flexibility and increased productivity.

#### Available in four sizes:

- 9'/18' System, spreads 1' to 18'
- 10'/20' System, spreads 1' to 20'
- 11'/22' System, spreads 1' to 22'
- 12'/24' System, spreads 1' to 24'



Photos and illustrations contain standard and optional equipment.

# The BIG ChipSpreader...

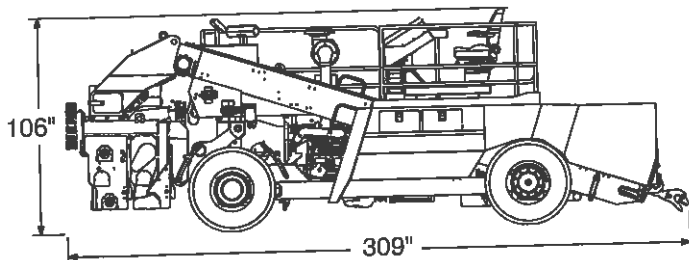


## Standard ChipSpreader

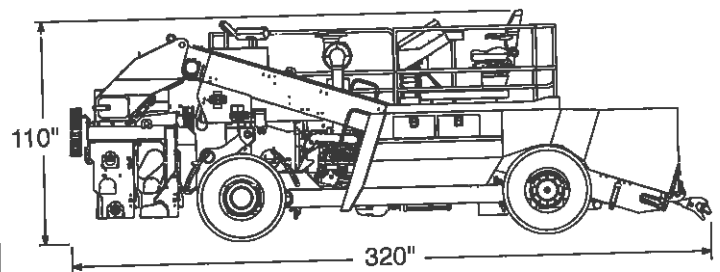
- Fixed or Variable Width spread hoppers
- 2 wheel drive (optional 4 wheel drive)
- 260 HP Cummins QSL
- 24" conveyor belts
- 4" gates
- Optional front hopper raise and lower system
- 12" auger
- 385/65R22.5-L tires

## BIG ChipSpreader

- Variable Width spread hopper
- 4 wheel drive
- 280 HP Cummins QSL
- 30" conveyor belts
- 5" gates
- Optional front hopper raise and lower system
- 14" auger
- 425/65R22.5-L tires

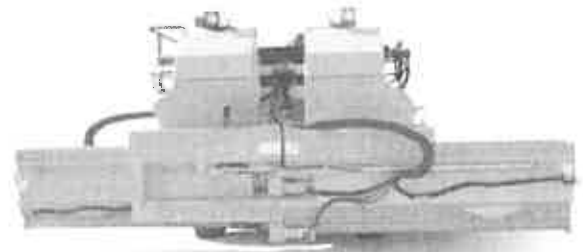
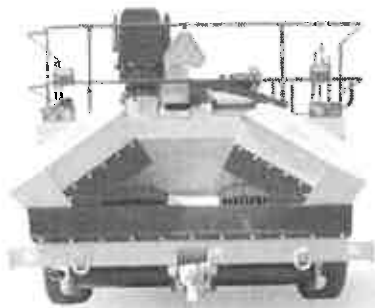
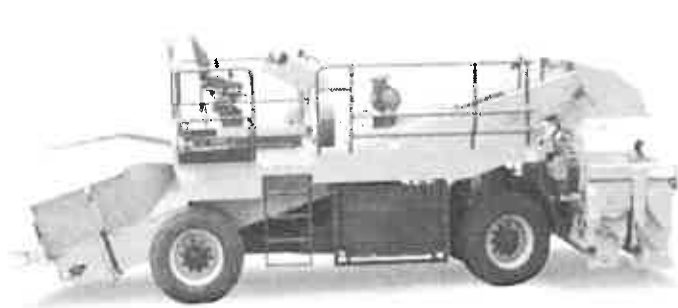


**Standard ChipSpreader**



**BIG ChipSpreader**

Photos and illustrations contain standard and optional equipment.



E. D. Etnyre & Co., whose policy is one of continuous improvement, reserves the right to change specifications without notice. Photos and illustrations contain standard and optional equipment.

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Request the following items for more information about Etnyre ChipSpreaders:

A-208-\*\* Component Brochure

A-202-\*\* Hydrostatic ChipSpreader Features

V-201-\*\* Etnyre Hydrostatic Chipspreaders Video



E. D. ETNYRE & CO.  
1333 S. Daysville Road, Oregon, Ill 61061  
Phone 1-815-732-2116, Fax 815-732-7400,  
[www.etnyre.com](http://www.etnyre.com)

**L-202-13**  
Supersedes L-202-11



ESTABLISHED 1898  
INCORPORATED 1917

**E. D. ETNYRE & CO., Oregon, Illinois 61061-9778**

1333 South Daysville Road • Phone 815/732-2116  
Fax: Main Office 815-732-4277, Sales & Service 815-732-7400  
Web Site: [www.etnyre.com](http://www.etnyre.com) • E Mail: [sales@etnyre.com](mailto:sales@etnyre.com)

## WARRANTY

E. D. Etnyre & Co. warrants to the original Purchaser, it's new product to be free from defects in material and workmanship for a period of twelve (12) months after date of delivery to original Purchaser. The obligation of the Company is limited to repairing or replacing any defective part returned to the Company and will not be responsible for consequential damages or any further loss by reason of such defect.

The company excludes all implied warranties of merchantability and fitness for a particular purpose. There are no warranties, express or implied, which extend beyond the description of the goods contained in this contract.

This warranty does not obligate the Company to bear the cost of machine transportation in connection with the replacement or repair of defective parts, nor does it guarantee repair or replacement of any parts on which unauthorized repairs or alterations have been made or for components not manufactured by the Company except to the extent of the warranty given by the original Manufacturer.

This warranty does not apply to:

- (1) Normal startup services, normal maintenance services or adjustments usually performed by the selling dealer, factory service representative or customer personnel.
- (2) Any product manufactured by E. D. Etnyre & Co. purchased or subjected to rental use.
- (3) Any product or part thereof which shows improper operation, improper maintenance, abuse, neglect, damage or modification after shipment from factory.
- (4) Any product or part thereof damaged or lost in shipment. Inspection for damage should be made before acceptance or signing any delivery documents releasing responsibility of the delivering carrier.

This warranty and foregoing obligations are in lieu of all other obligations and liabilities including negligence and all warranties of merchantability or otherwise, express or implied in fact or by law.