

# LIMITED WARRANTY

The Seller warrants exclusively to the Buyer that at the date of delivery to the Buyer, and for a period of **one (1) year** after this date, the parts of Product shall be free from defects in material and workmanship under the use and service as specified in the operation and handling instructions. Notwithstanding any of the foregoing, there is no warranty for ground engagement consumable parts. For a period of one (1) year from the date of delivery to the Buyer, the Seller or its authorized agent shall repair or replace (at the option of the Seller or its authorized agent) any of the Products, or component thereof, which after use and service as specified in the operation and handling instruction, is determined to be defective by the Seller or its authorized agent upon inspection at the premises of the Seller or its authorized agent. Any component of a Product manufactured by any supplier other than the Seller shall bear only the warranty, if any, made by the manufacturer of such component. The Buyer shall notify the Seller of any defect in any Product covered by this Limited Warranty no later than thirty (30) days after the defect is discovered and before any repairs are performed. If any repairs are made before the Seller is notified, these repairs shall void this Limited Warranty in its entirety.

Defective parts will not be accepted for return or replacement without the prior written authorization of the Seller. Upon receipt of such written authorization, and in accordance with instructions from the Seller, the defective parts may be returned to the Seller or its authorized agent at the expense of the Buyer. Return shipment of repaired/replaced part or parts covered by this Limited Warranty shall be at the expense of the Seller. Unauthorized alteration and/or repair of the Products by anyone other than the Seller or its authorized agent which causes failure of the Products or associated components will void this Limited Warranty in its entirety. Any Products replaced or repaired under the terms of the Limited Warranty shall only be warranted for the remainder of the one (1) year period applicable to the Products replaced.

This Warranty shall not specifically apply to the following:

- (a) Normal maintenance services or adjustments;
- (b) Ground engagement consumable parts; and
- (c) Products which shall have been replaced or altered outside of the Seller's factory in any way so as to affect its stability, or which has been used in a manner other than that specified in the operation and handling instructions provided by the Seller, or involved in an accident.

Following thirty (30) days after the date of delivery, all warranty claims shall be submitted by the customer to the Seller on the Warranty Claim form supplied by the Seller at delivery. Prior to the end of the one (1) year period from the date of delivery, the Customer shall submit any additional warranty claims to the Seller on said Warranty Claim form, this ending the period for submission of warranty claims per the Limited Warranty. Upon receipt of the respective Warranty Claim forms, the Seller will act in a timely manner in accordance with the Limited Warranty to expedite said claims. If, however, the

apparatus is deemed to be out of service during this one year period the Customer shall notify the Seller in writing and appropriate action will be taken in accordance with the Limited Warranty.

LIMITATION OF REMEDIES AND DAMAGES: THE SOLE AND EXCLUSIVE REMEDY OF THE BUYER AGAINST THE SELLER SHALL BE FOR THE REPAIR OR REPLACEMENT OF DEFECTS IN THE PRODUCTS AS SET FORTH ABOVE. THE BUYER SHALL HAVE NO CLAIM AGAINST THE SELLER FOR SPECIAL, INDIRECT, INCIDENTAL, LOSS OF PROFITS OR CONSEQUENTIAL DAMAGES WHICH MAY BE SUSTAINED BY THE BUYER, INCLUDING BUT NOT LIMITED TO THOSE DAMAGES ARISING FROM THE USE, INABILITY TO USE, MAINTENANCE OR REPAIR OF THE PRODUCTS UNDER ANY THEORIES OF LAW OR EQUITY, OR THOSE DAMAGES ARISING FROM LOST PROFITS, LOST SALES, INJURY TO PERSON OR PRODUCTS, OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL LOSS, OR FOR DAMAGES BASED UPON NEGLIGENCE REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE.

In all events Seller's liability hereunder shall not exceed the purchase price.

The sole purpose of the exclusive remedy shall be to provide the Buyer with repair or replacement of defective Products. This exclusive remedy shall not be deemed to have failed of its essential purpose so long as the Seller is willing and able to repair or replace defective Products in the manner prescribed. The maximum liability of the Seller under the Limited Warranty shall not in any case exceed the purchase price for the Products claimed to be defective. The parties intending to contractually shorten the applicable statute of limitations agree that any action for breach of warranty must be commenced within one (1) year after the cause of action arises.

Seller shall not be liable for any damages hereunder to the extent that the damage suffered by the Buyer resulted from Buyer failing to take reasonable preventive actions to mitigate its damages.

WARRANTY DISCLAIMER: THERE ARE NOT WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION OF THE FACE HEREOF EXCEPT AS EXPRESSLY SET FORTH HEREIN. THE LIMITED WARRANTY GRANTED BY THE SELLER TO THE BUYER HEREIN SHALL BE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. THE SELLER DISCLAIMS ANY IMPLIED WARRANTY OF FITNESS OF THE PRODUCTS FOR A PARTICULAR PURPOSE. NO PROMISE OR AFFIRMATION OF FACT SHALL CONSTITUTE WARRANTY BY THE SELLER OR GIVE RISE TO ANY LIABILITY OR OBLIGATION OF THE SELLER.

The foregoing limitations of liabilities are reflected in the pricing of the services/goods to be provided to Buyer hereunder.

ASSIGNMENT: Buyer shall not assign any of its rights or delegate any of its obligations hereunder without the prior written consent of the Seller.

This Limited Warranty is construed in accordance with the laws of the State of Iowa without regard to that State's choice of law provisions.

The invalidity of any provision of this Limited Warranty shall in no way operate to invalidate any other portion and except for the invalid provision(s), the entire balance of this Limited Warranty shall be and remain in full force and effect.