

Precision Planting Warranty & Liability Policy (Revision effective 7-1-10)

Warranties, Disclaimers, and Limitation of Remedies:

These terms and conditions represent the entire agreement between the parties hereto and there are no collateral, oral, or other agreements or understandings, unless expressly stipulated.

Precision Planting warrants that all Precision Planting products, equipment and merchandise are free from defects in material and workmanship. . The term of the express warranty recited herein shall be limited to one (1) year from the date of sale by Precision Planting. This warranty shall only extend to the dealer if this warranty is properly presented to the Customer. With respect to 20/20 SeedSense, AirForce and RowFlow, the express warranty recited herein shall only apply if such products are properly registered by the Customer.

These terms and conditions represent the entire agreement between the parties hereto and there are no collateral, oral, or other agreements or understandings, unless expressly stipulated.

The express warranty recited herein does not extend to any costs or damages other than one of the following, which Precision Planting shall elect at its sole discretion: replacement, repair, or refund of the purchase price.

Precision Planting makes no other warranty of any kind whatsoever, express or implied.

ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY PRECISION PLANTING. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.

Precision Planting is NOT LIABLE FOR CONSEQUENTIAL DAMAGES of any nature whatsoever, including without limitation lost yield, replanting cost, supplies or other expenses. Precision Planting is NOT LIABLE FOR INCIDENTAL DAMAGES of any nature whatsoever, including without limitation diagnostic and installation expenses, travel expenses, and shipping expenses. The limitations of remedy recited herein apply to any action by the Customer whether or not such action is based in warranty.

Some states or jurisdictions do not allow the exclusion or limitation of implied warranties, incidental damages or consequential damages; so the above limitations or exclusions may not apply to you.

Liability:

Customer assumes all liability for damages from accidents caused by or incurred in the use of transportation of said equipment. Customer agrees to indemnify and hold harmless the said Precision Planting, its officers, agents, and employees from any and all damages and/or liability to any person whomsoever arising out of or resulting from the use, storage, or transportation of said equipment by the Customer or anyone else while the equipment is in the custody of the Customer. The Customer acknowledges receipt of the equipment in good working condition and repair. In the event of any accident involving said equipment, Customer shall promptly furnish to Precision Planting a complete report in writing, with names and addresses of witnesses and parties involved and Customer shall make all reports required by law. Customer agrees to review and follow any published safety instructions in the product manual.

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Notice of Non-Waiver:

The failure by Precision Planting, at any one or more time, to insist upon the strict performance by the Customer of the covenants, conditions and/or terms of this agreement, shall not be construed as a waiver of Precision Planting's right to demand strict compliance with and performance of all covenants, conditions and/or terms hereof. Notice of demand for strict compliance is hereby waived by the Customer, and time is expressly made of the essence of this agreement.

Choice of Law:

Any dispute or claim arising from or related to this Policy, or related to a product governed by this Policy, shall be governed by the laws of the State of Illinois.