

WARRANTY

BEFCO's responsibility will be limited to the substitution of the acknowledged defective merchandise to the same place of delivery as the previous one was supplied.

1. LIMITED WARRANTY

BEFCO, Inc. herein referred to as the Company, warrants its machines and related accessories, hereafter referred to as the machine, to be free from defects in material and workmanship, for a period of twelve (12) months from the date of invoice to the first registered owner; this limited warranty does not apply to and excludes shear pins, oil, grease, tires, tubes, hydraulic hoses, knives, and Pto shafts. Labor will be reimbursed at \$25.00 per hour based on BEFCO's time schedule. Cost of transport to the servicing dealer is the responsibility of the customer. Warranty coverage shall not be transferable from the first owner to any subsequent owner.

2. DISCLAIMER OF ALL OTHER WARRANTIES AND REMEDIES

Neither the Company nor any company affiliated with the Company makes any warranties, implied, as to the quality, performance or application of its products other than those set forth herein and does not make any implied warranty of merchantability or fitness. The only remedies the purchaser has in connection with the breach, or performance of any warranty on the Company's machine are those set forth herein. In no event will the dealer, the Company, or any company affiliated with the Company be liable for:

- (a) Injuries or damages of any kind of nature, direct, consequential or contingent to person or property.
- (b) Any expenses incurred by the owner to repair, replace or rework any allegedly defective item.
- (c) Any loss, cost, forfeiture or damages (including loss of profits; loss of crops; loss because of delay in field operations; any expense or loss incurred for labor, supplies, substitute machine rental; liabilities of the owner to its customers or third persons; and all other consequential damages, losses, liabilities or damages for any other reasons; whether direct or indirect, and whether or not resulting from or contributed to by the default or negligence of the Company, its agents, employees and subcontractors which might be claimed as a result of the use or failure of the equipment delivered. The Company's liability based on this limited warranty or any other applicable laws shall be limited to replacement or refund of the purchase price of the product. The limited warranty extended herein gives you specific rights and you may also

have other rights which vary from state to state. Neither the dealer nor the Company personnel has the authority to make any representation or to modify the terms and limitations of this warranty in any way. Other than the limited warranty extended hereby, there is no other express warranty in connection with the design, safety or use of any of the Company's products except as to title. All implied warranties are expressly disclaimed pursuant to the terms of this warranty.

3. CUSTOM WORK

If the Machine is used for commercial purposes, such as custom work, the period warranted for the Machine is limited to 120 days from the date of delivery to the first registered owner and does not cover any labor charges incurred.

4. RENTAL

If the Machine is used for rental purposes the period warranted for the Machine is limited to thirty (30) days from the date of delivery to the first registered owner and does not cover any labor charges incurred.

5. REGISTRATION

In order to qualify for coverage on this limited warranty, the product and name of the original purchaser must be registered with the Company by mailing a completed Machine Delivery and Warranty Registration along with a copy of the dealer's invoice to the first registered owner to the Company within fourteen (14) days after the date of delivery to the original purchaser.

6. WARRANTY SERVICE

Warranty Service must be performed by a dealer authorized by BEFCO. If the warranty service requested is approved, the owner shall pay only for labor beyond the rate allowed, for overtime labor, and for any mileage charge for transporting the equipment to and from the dealer's shop. It is assumed that the dealer has the appropriate general and special tools to service the machine. Time required for replacement of knives, oil, grease and to remove excessive dirt from the Machine is not subject to reimbursement by the Company. The owner is required to clean the Machine before presenting it to the dealer for service work. The Machine must be delivered within thirty (30) days after failure date by the owner to the dealer to be eligible for warranty consideration.

7. UNAPPROVED SERVICE OR MODIFICATION

All obligations of the Company under this limited warranty shall be

terminated if: (a) Proper Service and Operation Instructions, as outlined in the Owner's Manual and on the instruction sticker on the Machine, are not followed. (b) The Machine is modified or altered in any way not approved by the Company. (c) The Company does not receive a copy of the dealer's invoice to the first registered owner within fourteen (14) days from the date of delivery. (d) The Company has not been paid in full, by the dealer, for the machine.

8. ACCIDENTS AND NORMAL MAINTENANCE

This limited warranty covers defective material and workmanship. It does not cover depreciation or damage caused by normal wear, accidents, improper maintenance, improper use. The costs of normal maintenance or repairs for accidents or improper use, and related labor, will be borne by the owner.