

Effective 11/01/2011

## **GERINGHOFF LIMITED WARRANTY**

### **For Geringhoff Agricultural Products (US & CANADA ONLY)**

**A. GENERAL PROVISIONS** – With respect to purchasers in the United States and Canada, Geringhoff means Geringhoff Manufacturing, L.L.C. or Geringhoff Distribution L.L.C. The warranties described below are provided by Geringhoff to the original purchasers of new Agricultural Equipment ("Equipment") purchased from Geringhoff or authorized Geringhoff dealers (the "selling Dealer"). These warranties apply only to Equipment intended for sale in Canada and the U.S. Under these warranties, Geringhoff will repair or replace, at its option, any part covered under these warranties which is found to be defective in material or workmanship during the applicable warranty term. Warranty service must be performed by a dealer or service center located in Canada or the U.S., and authorized by Geringhoff to sell and/or service the type of Equipment involved (the "Authorized Dealer"). The Authorized Dealer will use only new or remanufactured parts or components furnished or approved by Geringhoff. Warranty service will be performed without charge to the purchaser for parts and/or labor where applicable, however the purchaser will be responsible for any service call and/or transportation of Equipment to and from the Authorized Dealer's place of business (except where prohibited by law), for any premium charged for overtime labor requested by the purchaser and for any service and/or maintenance not directly related to any defect covered under these warranties. These warranties are not transferable to subsequent owners of the equipment.

**B. WHAT IS WARRANTED** – Subject to paragraph C, all parts of any new Equipment are warranted for the number of months specified below. Each warranty term begins on the date of delivery of the Equipment to the purchaser. Harvesting products may have a delayed warranty start date, but only if established by Geringhoff and noted by the selling dealer on the Retail contract and identified on the warranty registration document which must be submitted to Geringhoff no later than 30 days after the Equipment's occasion of first use. Absence of these requirements shall deem the warranty term to start immediately upon delivery to the purchaser.

**C. (I) ITEMS COVERED SEPARATELY** – (1) Any equipment that is not supplied directly by Geringhoff shall not be covered by this Warranty. This equipment might include (but not be limited to), Headsight auto header height control.

**(II) WHAT IS NOT WARRANTED** – Pursuant to the terms of these warranties, Geringhoff IS NOT RESPONSIBLE FOR THE FOLLOWING: (1) Used Equipment; (2) Any Equipment that has been altered or modified in ways not approved by Geringhoff or with modifications not performed by an authorized Geringhoff dealer or authorized Geringhoff representative. (3) Depreciation or damage caused by normal wear, lack of reasonable and proper maintenance, failure to follow operating instructions/recommendations; misuse, lack of proper protection during storage, vandalism, the elements or collision or accident; This exclusion applies specifically to gearboxes or any components which the Equipment operator has been deemed to have allowed to engage without sufficient lubrication or without sufficient refreshments and changes of lubrication as specified in the Equipment Operators Manual. (4) Normal maintenance parts and/or service, including but not limited to cutting components, chains, standard wear items or potentially, poly components such as dividers and bonnets which have been deemed to have suffered damage by impact or excessive ground engagement.

**D. SECURING WARRANTY SERVICE** – To secure warranty service the purchaser must, (1) report the Equipment defect to an Authorized Dealer and request warranty service within the applicable warranty term; (2) present evidence of the warranty start date with valid proof of purchase; and, (3) make the Equipment available to the Authorized Dealer within a reasonable period of time.

**E. NO IMPLIED WARRANTY, REPRESENTATION OR CONDITION** - To the extent permitted by law, neither Geringhoff nor any company affiliated with it makes any warranties, representations, conditions or promises express or implied as to the quality, performance or freedom from defect of the Equipment covered by these warranties other than those set forth above.

IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TO THE EXTENT APPLICABLE, SHALL BE LIMITED IN DURATION TO THE APPLICABLE PERIOD OF WARRANTY SET FORTH ON THIS PAGE. THE PURCHASER'S ONLY REMEDIES IN CONNECTION WITH THE BREACH OR PERFORMANCE OF ANY WARRANTY ON GERINGHOFF EQUIPMENT ARE THOSE SET FORTH ON THIS PAGE. IN NO EVENT WILL THE DEALER, GERINGHOFF OR ANY COMPANY AFFILIATED WITH GERINGHOFF BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. (Note: Some jurisdictions do not allow limitations on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages so the above limitations and exclusions may not apply to you.) In the event the above warranty fails to correct purchaser's performance problems caused by defects in workmanship and/or materials, purchaser's exclusive remedy shall be limited to payment by Geringhoff of actual damages in an amount not to exceed the amount paid for the product. This warranty gives you specific legal rights, and you may also have other rights which vary from jurisdiction to jurisdiction.

**F. NO DEALER WARRANTY** – THE DEALER DOES NOT HAVE AUTHORITY TO MAKE ANY WARRANTY, REPRESENTATION, CONDITION OR PROMISE ON BEHALF OF GERINGHOFF, OR TO MODIFY THE TERMS OR LIMITATIONS OF THIS WARRANTY IN ANY WAY.

**G.** If further information is desired, contact the selling Dealer or Geringhoff.

#### **AGRICULTURAL EQUIPMENT WARRANTIES, AGRICULTURAL EQUIPMENT WARRANTY TERM**

24 months on parts and 12 months on labor.

**Wear Items:** A replacement part will be furnished without charge if breakage occurs and the amount of wear is less than the wear limits established by Geringhoff from time to time. Labor reimbursement for removal and installation or subsequent adjustment of the wear item shall not be provided. Geringhoff may require defective components to be returned to the Dealer or Geringhoff directly.