

**Limited Warranties:**

Priefert Manufacturing Company, Inc., ("Priefert") 2630 South Jefferson, P.O. Box 1540, Mount Pleasant, TX 75456-1540, warrants for one (1) year from the purchase date to the original non-commercial, governmental, or municipal purchaser ("Purchaser") and warrants for six (6) months to the original commercial or industrial purchaser ("Purchaser") that the product purchased are free from defects in material or workmanship. Priefert will replace or repair, free of charge to the original purchaser any part(s) found, upon examination at our factory, to be defective under normal use and service due to defects in material or workmanship, provided that the original purchaser:

- a. Notifies Priefert in writing of any defect in material or workmanship within the above specified warranty period.
- b. Returns must be routed through an authorized Priefert dealer or distributor from whom the purchase was made.
- c. Purchaser is responsible for cost of shipping.

In no event will Priefert be held liable under this warranty unless written notice is received and failure must have occurred within the warranty period. Genuine Priefert replacement parts and components will be warranted for 90 days from date of purchase, or the remainder of the original equipment warranty period, whichever is longer.

This limited warranty does not apply to any part of the product which has been subjected to improper or misintended use, negligence, alteration, modification, or accident, damaged due to lack of maintenance or use of wrong oil or lubricants, or repairs that have been made with parts other than those obtainable through Priefert, or which has served its usual life. This limited warranty does not apply to any expendable item such as blades, shields, guards, or pneumatic tires, or other trade accessories since these items are warranted separately by their respective manufacturers, except as specifically noted in your Operator's Manual.

Except as provided herein, no employee, agent, Dealer, or other person is authorized to give any warranties of any nature on behalf of Priefert. Only Priefert is authorized to make any representation to the purchaser concerning "normal" use and service for its product as described in the Operator's Manual, or in authorized printed materials or stickers affixed to the product.

If after examination of the product and/or part(s) in question; Priefert finds them to be defective under normal use and service due to defects in material or workmanship,

**Priefert will:**

1. Repair or replace the defective product or part(s); if Priefert has made several reasonable number of attempts in repairing the product and/or part(s) to conform to the warranty; then
2. Priefert will replace part(s) or product.
3. Purchaser is responsible for any labor charges exceeding a reasonable amount as determined by Priefert and for returning product and/or part(s) to the Dealer, whether or not the claim is approved. Purchaser is responsible for the transportation cost for the product or part(s) from the Dealer to the factory.

The choice of remedy shall belong to Priefert. Repair or replacement are the only remedies against Priefert under this limited warranty.

**Limitation of Liability:**

1. Priefert disclaims any express (except as set forth herein) and implied warranties with respect to the product including, but not limited to, merchantability and fitness for a particular purpose.
2. Priefert makes no warranty as to the design, capability, capacity, or suitability for use of the product.
3. This warranty shall not be interpreted to render us liable for injury or damages of any kind or nature to person or property. Priefert will not be liable for any special, incidental or consequential damages based upon breach of warranty, breach of contract, negligence, strict tort liability, or any other legal theory. Such damages include but are not limited to loss of crops, loss of savings or revenue, cost of capital, loss of use of equipment, facilities or services, down time, expense or loss incurred for labor, supplies, substitute machinery, rental, and claims of third parties including customers, and injury to property.

**Supplementary:**

1. Proper venue for any lawsuits arising from or related to this limited warranty shall be only in Titus County, Texas.
2. Priefert may waive compliance with any of the terms of this limited warranty, but no waiver of any terms shall be deemed to be a waiver of any other term.
3. If any provision of this limited warranty violates any applicable law and is held unenforceable, then the invalidity of such provision shall not invalidate any other provisions.
4. Applicable law may provide rights and benefits to purchaser in addition to those herein.