



Warranty:

The Empire Plow Company, Inc. of Cleveland Ohio, USA (Empire) and Ralph McKay Industries, Inc. of Regina, Saskatchewan (McKay) and Wiese Industries, Inc. of Perry, Iowa (Wiese) and collectively (the “Manufacturers”), warrant:

(a) that the goods sold hereunder shall be free of defects in either workmanship or material such that they will perform satisfactorily under normal use, in the judgment of the Manufacturers, as soil-engaging tillage tools on equipment for which they were designed when the equipment is operated according to manufacturer’s instructions but in no event shall this warranty extend beyond one year from the date of sale;

(b) that the Manufacturers must be notified in writing within 30 days of the discovery of any alleged failure of the goods and within the warranty period. All claims under the Manufacturers’ warranty must be made in writing and accompanied by samples of the alleged defective product.

Disclaimer of Warranties

The Manufacturers’ sole warranty is contained in the paragraphs above. The Manufacturers make no other warranty of any kind whatever, express or implied, including any implied warranty of merchantability or implied warranty of fitness for a particular purpose. The Manufacturers’ warranty shall not apply to any goods damaged in transit, improperly adjusted and/or assembled, changed, repaired, treated or altered outside the Manufacturers’ plant.

The Manufacturers shall not be liable under any circumstances to buyer or any other person for consequential, indirect, special or incidental damages arising from the breach of this warranty, including without limitation loss of use of agricultural implements or loss of income, sales, profits, crops, labor, freight charges, or any injury to persons or personal property.

Exclusive Remedy

Upon examination of the samples returned for inspection, if said samples are determined by the Manufacturers to be covered by the Manufacturers’ warranty, the Manufacturers will authorize return of ALL defective products and based upon such return will repair or replace, free of charge, f.c.a. destination said defective products, or return the purchase price at the Manufacturers’ discretion, provided the required 30-day notice has been submitted. Goods returned without our written permission will not be accepted. This exclusive remedy will not be deemed to have failed of its essential purpose so long as the Manufacturers are able and willing to repair or replace goods free of charge or refund the purchase price.