

Avery Weigh-Tronix

Scales for Agribusiness

WARRANTY & SERVICE POLICY AGRICULTURAL SCALE PRODUCTS

Statement of Limited Warranty

Subject to the terms and conditions as stated herein, Avery Weigh-Tronix, LLC (hereafter referred to as "Avery Weigh-Tronix") warrants its agricultural scale products to be free from defects in material and factory workmanship for a period of three years/36 months from the date of manufacture at our factory in Fairmont, Minnesota, U.S.A. (unless otherwise specified on selected products).

Printers supported by Avery Weigh-Tronix factory warranty are limited to four (4) months from date of installation. Special software, batteries and battery packs are limited to 90 days.

Terms and Conditions of Limited Warranty

This obligation is limited exclusively to defective original equipment manufactured or supplied by Avery Weigh-Tronix and is subject to inspection/analysis by Avery Weigh-Tronix to conclusively identify or confirm the nature and cause of failure.

Avery Weigh-Tronix is not responsible for and will not be held liable for losses, injury, or damage caused to persons or property by reason of the installation of Avery Weigh-Tronix products or their failure. This warranty is not applicable for expenses either direct or consequential that may arise from the use or inability to use these products.

Avery Weigh-Tronix reserves the right to incorporate improvements in material and design of the products without notice and is not obligated to incorporate these improvements in equipment previously manufactured.

Avery Weigh-Tronix does not warrant any part or product to meet local, municipal, state, provincial, or national laws and/or regulations.

Avery Weigh-Tronix shall not be obligated under any warranty different from its warranty as set forth herein. The Avery Weigh-Tronix warranty is limited to the initial customer and installation and is not transferrable in the event of resale.

Warranty Service

All warranty repairs must be performed at a Avery Weigh-Tronix authorized repair facility. The equipment is to be shipped prepaid to Avery Weigh-Tronix or an authorized repair facility.

Avery Weigh-Tronix' obligation is limited to repair, replacement, or credit (at its options) of equipment or parts and does not extend coverage to labor, travel, material, or service charges involved in removal or installation of equipment.

Conditions Which Void Limited Warranty

This warranty shall not apply if:

- A. Equipment has had repairs or modifications performed by person(s) not authorized by Avery Weigh-Tronix, which in Avery Weigh-Tronix judgment has affected the performance or reliability.
- B. Equipment has been subject to misuse, negligent handling, improper installation, accident, fire, water, submersion, electrical surges caused by lightning, welding, electric fences or any or all other acts of God.
- C. Equipment has had serial numbers altered, defaced or removed.

Freight Carrier Damage

Claims for equipment damaged in transit must be referred to the freight carrier. Visible damage should be reported immediately. Concealed damage should be reported as soon as possible in any case, within fifteen (15) days of receipt of shipment, in accordance with freight carrier regulations.

THE FOREGOING IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED INCLUDING ANY WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION OF THE PRODUCT. This warranty statement sets forth the extent of our liability for breach of any warranty or deficiency in connection with the sale or use of the product. It is understood that we will not be liable for consequential damages of any nature, including but not limited to, loss of profit, delays or expenses, whether based on tort or contract.

