

Dethmers Manufacturing Company Demco Products Agricultural Equipment Original Purchaser's Limited Warranty

1. Extent and Duration of this Warranty:

Subject to paragraphs 2 through 8 of this warranty, your Demco Agricultural Equipment is warranted to be free from defects in materials and workmanship under normal use and service for a period of 1 year after date of purchase by the original (first) retail owner, or until it is resold or transferred by you, the original owner. Tires and lights are not included in this warranty.

Tires are warranted by the manufacturer against defects in materials and workmanship but not against road hazards.

2. Manufacturer and Warrantor of Equipment (Excluding tires and lights):

Dethmers Manufacturing Co.
4010 320th St.
Boyden, IA 51234
(712) 725-2311

The manufacturer and warrantor of the tires has molded its name permanently into the tires. Tire warranty questions and claims can be taken directly to an authorized dealer of the tire manufacturer.

3. Repair or Replacement Procedure:

If your Demco Agricultural Equipment develops a defect (except for tires or lights) during the warranty period, promptly notify Dethmers Manufacturing Co. customer service department. Until such notice is received, Warrantor will not be responsible for any repair or replacement.

Upon receipt of notice from you, Warrantor will in its sole discretion choose one of the following options to satisfy the warranty:

- a) Warrantor may elect to ship a new part to its dealer to be exchanged free of charge for the defective part returned by you to the dealer. Any defective part will be repaired or replaced and returned to you free of charge. Any part returned to Warrantor and found not to be defective will be returned to you freight collect with an explanation; or
- b) Warrantor may elect to ship a new part to its dealer to be exchanged free of charge for the defective part returned by you to the dealer; or
- c) Warrantor may elect to ship or deliver a replacement part to your address.

4. Limitations on Warranty Coverage:

Coverage under this warranty will be effective only when a copy of the original invoice, showing the date and location of purchase, accompanies any claim for warranty.

Warrantor has no liability whatsoever and this warranty is null and void if any Demco Agricultural Equipment has been subjected to neglect, negligence, misuse, accident or operated in any way contrary to the operating and maintenance instructions as specified in the Demco Owner's Manual for that model. This warranty does not cover any Agricultural Equipment that has been altered or modified so as to affect adversely the Agricultural Equipment's operation, performance or durability, or that has been altered or modified to change the intended use of the Agricultural Equipment.

In addition, the warranty does not extend to repairs made necessary by normal use or by the use of parts, accessories or

other equipment which in the sole judgment of Warrantor, are either incompatible with the Demco Agricultural Equipment, or adversely affect its operation, performance or durability. This warranty does not cover:

- 1) Normal wear and tear
- 2) Road film or gravel damage to paint
- 3) Paint
- 4) Rust damage
- 5) Any Demco Agricultural Equipment that has been loaded in excess of the load capacity stated on the Agricultural Equipment identification label.

Warrantor has a policy of continuous product improvement. We reserve the right to change or improve the design of any Demco Agricultural Equipment model without assuming any obligation to modify any Agricultural Equipment previously manufactured.

5. Exclusion of Implied Warranties:

The only warranty provided for this product is the limited warranty contained in paragraph 1 above. All implied warranties are expressly excluded, including, but not limited to, implied warranties of merchantability, implied warranties of fitness for a particular purpose, and any implied warranties arising from course of dealing or usage of trade. There are no warranties that extend beyond the description on the face of this warranty.

Some states do not allow limitations on implied warranties and this limitation may not apply to you.

6. Limitation on Consequential Damages:

Warrantor's responsibility under this warranty extends only to repair or replacement of your Demco Agricultural Equipment and its component parts. Warrantor does not assume responsibility for, nor shall be liable for, any special, incidental or consequential damages.

Warrantor assumes no responsibility to the owner for loss of use of the Agricultural Equipment, loss of time, inconvenience or other damage consequential or otherwise, including, but not limited to, loss of income or revenue, additional operating expenses, expense for gasoline, expense of transporting the Agricultural Equipment to the dealer and expense of returning the Agricultural Equipment, travel time, telephone or telegram charges, road service/towing charges, rental of another Agricultural Equipment during the time warranty repairs are being performed, travel, lodging, loss or damage to personal property.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above exclusion or limitation may not apply to you.

7. Purchaser's Rights:

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

8. Exclusive Warranty:

This is the only express warranty made by Dethmers Manufacturing Co. on your Demco Agricultural Equipment and no person other than a corporate officer of Demco is allowed to change or add to this warranty.