

New Equipment Warranty Policy

I. NEW EQUIPMENT WARRANTY

(A) RETAILED EQUIPMENT

- (i) Subject to the limitations and exclusions set forth herein, Brillion Iron Works, Inc. warrants that if any component or part of a machine manufactured by Brillion Iron Works proves to be defective in material or workmanship within one (1) year from the delivery date of the original sale.

(B) COMMERCIALY LEASED OR RENTED EQUIPMENT

- (i) Warranty coverage is limited to ninety (90) days from the registration date. Extended warranty (limited) policies do not apply.

- (C) Brillion Iron Works will, at its option, either repair or replace the defective part without charge. No payment will be made in lieu of repair of the machine. If the machine is subsequently resold, any remaining warranty period will be transferred to the next owner.

II. LIMITATIONS AND EXCLUSIONS

(A) THIS LIMITED WARRANTY BY BRILLION IRON WORKS, INC. DOES NOT EXTEND TO OR INCLUDE:

- (i) Tires installed on the equipment are subject to warranty by the Tire Manufacturer. All warranty claims must be submitted to the Tire Manufacturer for approval and payment.

(B) THIS LIMITED WARRANTY COVERS DEFECTS IN MATERIALS AND WORKMANSHIP IN THE PARTS MANUFACTURED BY BRILLION IRON WORKS, INC. EXCLUDING:

- (i) Damage resulting from accident, abuse, misuse, neglect or other than normal and ordinary use of the equipment.
- (ii) Damage resulting from failure to use the product in accordance with the Manufacturer's instructions. Refer to the Brillion Iron Works, Inc. Operator's Manual.

(C) BRILLION IRON WORKS, INC. SHALL BE RELEASED FROM ALL OBLIGATIONS AND LIABILITIES UNDER THIS WARRANTY IF:

- (i) The equipment has been operated with any accessory, equipment, component, or part not manufactured by Brillion Iron Works, Inc. or approved for use by Brillion Iron Works, Inc.
- (ii) The equipment has been repaired, altered, or modified without Brillion Iron Works, Inc. approval or if the equipment shall have been operated subsequent to its involvement in an accident or breakdown unless the Owner furnishes reasonable evidence that such repair, alteration, modification, operation subsequent to its involvement in an accident or breakdown was not a cause of the defect.
- (iii) The Owner does not return, at Owner expense, the defective accessory, equipment component or machine to, or notify, an authorized Brillion Iron Works, Inc. Dealer. The Owner shall be responsible for submission or reasonable evidence of proof of Date of Discovery of said defect.

III. NEW EQUIPMENT EXTENDED WARRANTY POLICY

Additional coverage is offered as listed for specific conditions and length of time. First year parts and labor, additional years parts only.

(A) TWO (2) YEAR LIMITED WARRANTY

- (i) Ductile floating rings against breakage only. Small chips and cosmetic damage are not causes for replacement.

(B) THREE (3) YEAR LIMITED WARRANTY

- (i) HFK Field Cultivator two-piece S-tine against breakage only.

(C) FOUR (4) YEAR LIMITED WARRANTY

- (i) HFC Field Cultivator "C" shank assembly against breakage only.

(D) FIVE (5) YEAR LIMITED WARRANTY

- (i) "CD" and "SB" Soil Builder frame against breakage only.
- (ii) "CD" and "SB" Soil Builder shanks against breakage only.
- (iii) Ductile iron wheels against breakage in the hub, spokes or rim areas such that the wheel is no longer functional. Small chips and cosmetic damage are not causes for replacement.
- (iv) LCS Land Commander, CC Compaction Commander, and SC Soil Commander shank springs (2K060) against breakage only.

IV. BRILLION IRON WORKS, INC. RESERVES THE RIGHT TO PRORATE ITEMS WARRANTED BEYOND 1 YEAR

V. WARRANTY AND PARTS REPLACED BY WARRANTY

Brillion further warrants that if any genuine Brillion Iron Works, Inc. part or component utilized by an authorized Brillion Iron Works, Inc. dealer proves to be defective in material or workmanship within (90) days of such utilization, Brillion Iron Works, Inc. will, at its option, repair or replace the defective part without charge. Owner shall be responsible for all freight charges including labor to and from the place where the warranty work is performed.

VI. WHAT YOU MUST DO TO ENFORCE THIS WARRANTY

(A) Warranty services must be performed or approved by an authorized Brillion Iron Works, Inc. Dealer. The Owner must, at the Owner's expense, deliver, mail, or ship the defective product together with the original Bill of Sale and proof of warranty coverage to any Authorized Dealer in the Owner's area.

(B) Owner must pay any postage, shipping charges, insurance costs, freight and other expenses to and from the place where the warranty work is performed. If required to return equipment or any component or part to an authorized Brillion Iron Works, Inc. Dealer, Owner shall be obligated to pay any premium payable for overtime labor if overtime is incurred as a result of a request by the purchaser.

VII. UNAPPROVED SERVICE OF MODIFICATION

All obligations of Brillion Iron Works, Inc. under this warranty shall be terminated:

(A) If service is performed by someone other than a Dealer authorized by Brillion Iron Works, Inc.

(B) If equipment is modified or altered in ways not approved by Brillion Iron Works, Inc.

VIII. ACCIDENTS AND NORMAL MAINTENANCE

This warranty covers only defective materials and workmanship. It does not cover depreciation or damage caused by normal wear, accident, improper maintenance, improper protection in storage or improper use. The cost of normal maintenance and replacement of service items, cutting parts, belts, skid shoes, shields, tires, bearings, chains, and sprockets shall be paid for by the Owner.

IX. NO REPRESENTATION OR IMPLIED WARRANTY

(A) Where permitted by law, neither Brillion Iron Works, Inc. nor any company affiliated with it makes any warranties, representations, or promises expressed or implied as to the quality or performance of its products other than those set forth above.

(B) BRILLION IRON WORKS, INC. MAKES NO WARRANTY OR MERCHANTABILITY OF FITNESS FOR A PARTICULAR PURPOSE

X. IMPROVEMENTS OR CHANGES

Brillion Iron Works, Inc. reserves the right to make improvements or changes in design and specifications at any time without incurring any obligation to owners of units previously sold.

XI. WARRANTY CLAIMS PROCEDURE

Warranty claims must be delivered to Brillion Iron Works, Inc. within thirty (30) days after the warranty service work was performed.

Brillion Iron Works, Inc. shall approve or deny claim within thirty (30) days of receiving claim.

Brillion Iron Works, Inc. shall issue credit within thirty (30) days of the claim approval.

Defective parts must be held for inspection for ninety (90) days after the work is performed. Brillion Iron Works, Inc. may request that parts be returned to the Brillion Iron Works, Inc. factory for inspection.

Return Goods Authorization is required for all return goods. The Warranty Department will issue these forms.

XII. ACKNOWLEDGEMENT REQUIRED

Brillion Iron Works, Inc. shall have no obligation under this warranty unless the Owner Registration Card included with your Operator's Manual is signed by Owner and Dealer and is delivered to Brillion Iron Works, Inc. within sixty (60) days from the date of sale.