

REM ENTERPRISES INC.
WARRANTY POLICY & PROCEDURES
Effective July 1, 2004

I STATEMENT

Rem Enterprises Inc. guarantees each new wholegood product to be free from factory defects in material and workmanship for 2 years from the date of delivery by the dealer to the original purchaser unless specifically noted. **(SEE NOTE BELOW)** The first year, Rem Enterprises Inc. will cover parts found to have a manufacturing defect and labor incurred with the part replacement. The second year, Rem Enterprises Inc., will cover parts found to have manufacturer's defect.

*****NOTE*****

Any company, person, rental agent, or partnership who is deemed to be a commercial user as indicated on the warranty registration by the dealer is allowed a maximum of 1 year warranty for parts found to have a manufacturing defect and labor incurred to fix that part. Warranty will be revoked if a commercial user has been found to be registered as a private owner.

Any parts that have simply **WORN** out will **NOT** be covered by warranty in any way.

Genuine Rem Enterprises Inc. replacement parts and components will be warrantied for 90 days from date of purchase, or the remainder of the original equipment warranty period, whichever is longer.

Under no circumstances will either warranty cover any merchandise or components thereof, which in the opinion of Rem Enterprises Inc., has been subjected to misuse, unauthorized modifications, alteration, an accident, or if repairs have been made with parts other than those obtainable through Rem Enterprises Inc..

Rem Enterprises Inc. **in no way warrants engines, batteries, bearings, tires, belts** or other accessories since these items are warranted separately by their respective manufacturers.

Our obligation under the warranty, shall be limited to repairing or replacing, free of charge to the original purchaser, any part that, in our judgment, shall show evidence of such defect, provided that such part shall be returned within 30 days from date of failure, if requested by Rem Enterprises Inc., routed through the dealer from whom the purchase was made, transportation charges prepaid.

This warranty shall not be interpreted, to render Rem Enterprises Inc. liable for injury or damages of any kind or nature to person or property. This warranty does not extend to the loss of income due to delays or for reasons of any kind.

Expenses or losses incurred for substitute machinery, rental or any other reason will not be Rem Enterprises Inc. responsibility. Except as set forth above, Rem Enterprises Inc., shall have no obligation or liability of any kind on account of any of its equipment and shall not be liable for special or consequential damages. Rem Enterprises Inc. disclaims any implied warranty or merchantability or fitness for a particular purpose. Some States or Provinces do not permit limitations or exclusions of implied warranties or incidental or consequential damages, so the limitations or exclusions in this warranty may not apply.

This warranty is subject to any existing conditions of supply which may directly affect our ability to obtain materials or manufacture of replacement parts.

Rem Enterprises Inc. reserves the right to make improvements or modifications in design or changes to specifications at any time, without incurring any obligations to owners of units previously sold.

No one is authorized to alter, modify or enlarge this warranty nor the exclusions, limitations and reservations.

II PURPOSE

Warranty assures the purchaser that should a defect in materials or workmanship occur during the warranty period, Rem Enterprises Inc. will assume the specific repair cost responsibilities, as listed in the Warranty Statement. The Warranty Statement is to be provided to each purchaser of each piece of new equipment. Warranty begins on the date the product is delivered to the original purchaser, providing a warranty registration form is received within 30 days of the sale of the product. Should the warranty registration form not be received as stated, the warranty commences on the date the product was delivered to the dealer or distributor. Once the warranty period has begun, it cannot be stopped or interrupted.

III DEALER RESPONSIBILITIES

The following responsibilities are to be performed when the dealer delivers a product to the purchaser or otherwise places it into warranty service.

1. Complete pre-delivery inspection, making any minor adjustments required. Within 30 days of the sale of the product, forward one copy of pre-delivery inspection report to Rem Enterprises Inc. and one copy should be given to the purchaser.
2. Complete the Warranty Registration Form and forward to Rem Enterprises Inc. within 30 days of the sale of the product. Warranty reimbursements are contingent upon product registration.
3. Review Warranty Statement, operator's manual and review delivery report with the purchaser to assure understanding of purchaser's responsibilities as related to warranty, service and the proper and safe operation of the product.

Purchaser should be advised to have failed parts repaired or replaced immediately upon failure and that continued use would result in additional damage and excessive wear. The purchaser should be further advised that use of parts not purchased from Rem Enterprises Inc. or modification of the product in any significant way may void the warranty.

4. Contact manufacturer prior to beginning repair or replacement of failed parts to make certain that the cost of repairs are consistent with the value of the product when sold. Prior written approval, must be obtained, from Rem Enterprises Inc. on all repairs estimated to exceed \$1,000.00 (including parts and labour). Warranty requests for demo or other units in dealer's inventory or possession may be submitted to Rem Enterprises Inc. when defects are noted in products prior to the retail sale of that unit.
5. Provide warranty and service repairs as directed by Rem Enterprises Inc. Service Bulletins or other instructions.
6. All warranty work must be completed within 30 days of failure. Notify Rem Enterprises Inc., Customer Service Department if repairs will require more than 30 days after failure for an extension. No claim will be accepted for warranties that exceed the 30-day period.
7. No warranty will be allowed on units delivered to the retail customer prior to the full payment of that unit to Rem Enterprises Inc. by the dealer.
8. If diagnostic time is required, contact Rem Enterprises Inc. prior to beginning the repair for approval. Travel time reimbursement must be approved by Rem Enterprises Inc. prior to beginning the warranty repair.

IV REM ENTERPRISES INC. RESPONSIBILITIES

1. Reimbursement for parts used in warranty repair will be credited only when the parts are purchased from Rem Enterprises Inc.. Parts will be credited at dealer's net cost. No warranty will be allowed on parts that are past due.
2. Dealer should use parts from their parts inventory first. In the event that parts must be shipped from Rem Enterprises Inc., freight will be paid by dealer and will be shipped by the most economical means to arrive in the shortest possible time. Air, Next Day Air, Priority and other special shipment methods requested by the dealer will be at customer's expense. Should the repairs be conducted as a result of a Rem Enterprises Inc. Service Bulletin, parts will be shipped pre-paid.

3. Warranty Labour Reimbursement for labour expense to the dealer is made by payment of the pre-determined labour rate, as communicated by Rem Enterprises Inc., or as regulated by provincial legislation / state statutes, or as mutually agreed to between Rem Enterprises Inc. and the dealer. Repair times will be reviewed by Rem Enterprises Inc. and may be adjusted to average repair time required by other dealers to make similar repairs or to time previously specified and communicated. Labour is not paid on the warranty associated with repair parts purchased by the retail customer that are used on a product that is not currently in warranty time frame.
4. Reimbursement for repairs made by outside sources, will be made for those services deemed necessary for the resolution of the warranty by Rem Enterprises Inc. Customer Service Department. Outside repair invoices must have prior approval from Rem Enterprises Inc. Customer Service Department and must be attached to the warranty claim following approval.

V OTHER WARRANTY PROVISIONS

The following guidelines are to be followed when performing warranty repairs:

1. In all cases the most economical repair should be performed unless otherwise directed. Credit will not be allowed for assemblies or groups, if it is practical to make the repair with individual parts. In some cases, the assembly or group price may be less than the total of the parts and labour required to complete the repair. In those cases, an assembly or group may be used.
2. Only those parts provided by Rem Enterprises Inc. are covered under warranty. The use of parts from other sources will not be eligible for warranty consideration.
3. All parts removed during warranty repair should be held for a period of 90 days after the warranty has been submitted to Rem Enterprises Inc., approved and credit issued. These parts can be discarded if disposition or a returned goods authorization has not been made during this period. Parts that are returned to Rem Enterprises Inc. for which credit has not been issued can be returned upon dealer request within 30 days of claim disposition. These parts will be discarded after the 30-day period.
4. Rem Enterprises Inc. reserves the right to deny or reverse any and all warranty claims for parts, labour or miscellaneous charges when errors are found or warranty provisions are abused or fraudulent claims are submitted.
5. Warranty reimbursement is not possible:
 - a) If parts returned are not cleaned and properly identified or if they are damaged in return shipment due to inadequate packaging.

- b) When failure falls under “limitations” as identified in the Warranty Statement.
- c) When Rem Enterprises Inc. has requested and authorized the return of certain parts, assemblies or information and has not received material within 30 days of date posted on returned goods authorizations.
- d) On claims due to damage or shortage that are obviously the responsibility of the dealer or the delivery carrier.
- e) On the entire claim when warranty policy and provisions are not followed.

Note: *All dealers will warranty their technician’s work to the purchaser and will indemnify Rem Enterprises Inc. from such claims.*

VI SERVICE BULLETINS

Service Bulletins will be issued, when necessary, to alert dealers of special repairs. Each bulletin will provide detailed directions and procedures to complete the service.

VII PROCEDURES FOR COMPLETION OF WARRANTY CLAIM FORM

1. Dealer name, address and account number – *information applicable to dealership that has performed warranty repairs and requests reimbursement.*
2. Customer / End User name, address and telephone number – *information applicable to original purchasers of the warranted product.*
3. Delivery / Purchase date – *date when product was delivered to customer.*
4. Serial Number – *serial number of the machine on which the repairs were performed.*
5. Failure date – *date when failure occurred.*
6. Repair date – *date(s) repairs were completed.*
7. Product – *model, name and number.*
8. Hours/Bushels/Bales Used – *number of hours and/or bushels and/or bales processed prior to failure.*
9. Dealer Signature – *dealer’s representative who can verify repairs are complete.*
10. Labour Hours – *repair time only performed by dealer.*

11. Labour Rate – *dealer’s normal retail shop rate or rate specified in Warranty Policy or rate agreed to, whichever is least.*
12. Freight – *shipping charges incurred for receipt of ordered parts.*
13. Description – *record or description of failure and probable cause. Failed part numbers MUST be included. Complete, accurate and legible descriptions speed up the reimbursement process.*

VIII USE OF PHOTOS

Pictures should be attached to the claim when their inclusion will help identify the condition of the part being repaired or replaced, and thus assisting in approval of the claim. In many cases, the use of dated photographs may eliminate the need to return parts for evaluation. Photographs will not be returned unless specifically requested.

IX DELAYED WARRANTY CLAIMS

Warranty repairs should be scheduled and performed as soon as possible after notifications of dealer and Rem Enterprises Inc.. There may be circumstances that require the use of the product for a short period of time by the retail customer or the availability of repair parts necessary to complete the repairs will require the work to extend past the 30 day period. In those cases, the dealer must notify Rem Enterprises Inc. in writing of the extenuating circumstances and confirm that the continued use of the equipment will not enlarge the warranty claim.

X DENIED CLAIMS

Dealers will be notified of a denied or rejected claim in writing, stating the reason. The dealer has the right to appeal this claim and must do so within 30 days of notification of denial. If there has been no appeal within 30 days, the claim will be considered closed.

Rem Enterprises Inc. is in partnership with our dealers to build customer satisfaction through excellent service to the retail customer. The goal is to strengthen the reputation of both the dealer and Rem Enterprises Inc. in the customer’s view. The customer will tell others of their satisfaction, or dissatisfaction, that resulted from the warranty process.

Thank you for your assistance and cooperation in this regard.

**REM ENTERPRISES LTD.
3 – POINT FLEXIBLE HARROW
WARRANTY REGISTRATION FORM & INSPECTION REPORT**

WARRANTY REGISTRATION

This form must be filled out by the dealer and signed by both the dealer and the customer at the time of delivery.

Customer's Name _____ Dealer's Name _____

Address _____ Address _____

City, State/Prov., Code _____ City, State/Prov., Code _____

Phone Number (____) _____

Email Address _____

Model Number _____ Application

Private Commercial

Serial Number _____

Delivery Date _____

PRIMARY DEALER REPORT

SAFETY

- ___ Check tire pressure
- ___ Check Lug Nuts
- ___ Check Bolts on U-clamps
- ___ Check Hyd Leaks
- ___ Has cart been set up according to manufacturing specs and checked against this manual.

- ___ Are Safety Decals Installed place.
- ___ Is Manual Supplied

I have thoroughly instructed the buyer on the above described equipment which review included the Operator's Manual content, equipment care, adjustments, safe operation and applicable warranty policy.

Date _____ Dealer's Rep. Signature _____

The above equipment and Operator's Manual have been received by me and I have been thoroughly instructed as to care, adjustments, safe operation and applicable warranty policy.

Date _____ Owner's Signature _____

WHITE – REM ENTERPRISES COPY CANARY – DEALER COPY PINK – CUSTOMER COPY