

WARRANTY AND LIABILITY AGREEMENT

Harvest Tec, Inc. will repair or replace components that are found to be defective within 12 months from the date of manufacture. Under no circumstances does this warranty cover any components which in the opinion of Harvest Tec, Inc. have been subjected to negligent use, misuse, alteration, accident, or if repairs have been made with parts other than those manufactured and obtainable from Harvest Tec, Inc.

Our obligation under this warranty is limited to repairing or replacing free of charge to the original purchaser any part that in our judgment shows evidence of defective or improper workmanship, provided the part is returned to Harvest Tec, Inc. within 30 days of the failure. Parts must be returned through the selling dealer and distributor, transportation charges prepaid.

This warranty shall not be interpreted to render Harvest Tec, Inc. liable for injury or damages of any kind, direct, consequential, or contingent, to persons or property. Furthermore, this warranty does not extend to loss of crop, losses caused by delays or any expense prospective profits or for any other reason. Harvest Tec, Inc. shall not be liable for any recovery greater in amount than the cost or repair of defects in workmanship.

There are no warranties, either expressed or implied, of merchantability or fitness for particular purpose intended or fitness for any other reason.

This warranty cannot guarantee that existing conditions beyond the control of Harvest Tec, Inc. will not affect our ability to obtain materials or manufacture necessary replacement parts.

Harvest Tec, Inc. reserves the right to make design changes, improve design, or change specifications, at any time without any contingent obligation to purchasers of machines and parts previously sold.

Revised 01/03/06