

USC, LLC, MANUFACTURER WARRANTY ON SEED TREATING EQUIPMENT

01AUG22

USC, LLC, (Manufacturer) warrants its equipment as follows:

1. Limited Warranty: Manufacturer warrants that the Products sold hereunder will be free from defects in material and workmanship for a period of 18 months from date of shipment by Manufacturer for all seed treating equipment and a period of 12 months from date of shipment by Manufacturer for all grain and fertilizer handling equipment.

If the Products do not conform to this Limited Warranty during the warranty period, Buyer shall notify Manufacturer in writing (on the approved USC warranty claim form) of the claimed defects and demonstrate to Manufacturer satisfaction that said defects are covered by this Limited Warranty (through pictures, video or other objective data). If the defects are properly reported to Manufacturer within the warranty period, and the defects are of such type and nature as to be covered by this warranty, Manufacturer shall, at its expense, furnish replacement Products or, at Manufacturer's option, replacement parts for the defective products. Shipping and installation of the replacement Products or replacement parts shall be at the Buyer's expense.

All replacement parts orders through Manufacturer will carry their specific manufacturer's standard warranty. There is no warranty on replacement parts manufactured by Manufacturer. Manufacturer will not extend any warranty due to replaced parts. The end user is responsible for all shipping and handling expenses for parts returned to Manufacturer under this section which may or may not be included in that specific warranty. Manufacturer will pay shipping expense between USC and its vendor.

2. Other Limits: THE FOREGOING IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Manufacturer does not warrant against damages or defects arising from improper installation (where installation is by persons other than Manufacturer), against defects in products or components not manufactured by Manufacturer, or against damages resulting from such non-Manufacturer made products or components. Manufacturer passes on to the Buyer the warranty it received (if any) from the maker of such non-Manufacturer made products or components. This warranty also does not apply to Products upon which repairs and / or modifications have been affected or attempted by persons other than pursuant to written authorization by Manufacturer. This includes any welding on equipment which could damage electrical components. Manufacturer does not warrant against injuries or damages resulting from misuse and / or abuse of Products, improper storage or handling, acts of nature, effects of weather, including effects of weather due to outside storage, accidents, or damages incurred during transportation by common carrier or Dealer/customer arranged freight. Any replacement or repair covered under this warranty will not extend the warranty period. The remainder of the manufacturer's warranty will remain in force until stated expiration.

3. Exclusive Obligation: THIS WARRANTY IS EXCLUSIVE. The sole and exclusive obligation of Manufacturer shall be to repair or replace the defective Products in the manner and for the period provided above. Manufacturer shall not have any other obligation with respect to the Products or any part thereof, whether based on contract, tort, strict liability or otherwise. Under no circumstances, whether based on this Limited Warranty or otherwise, shall Manufacturer be liable for lost profits, lost revenue, lost sales (whether direct or indirect damages), incidental, special, punitive, indirect or consequential damages. Buyer shall make no claims for remuneration for any loss as a result of USC equipment and USC shall reject any and all claims that may arise as stated herein.

4. Other Statements: Manufacturer's employees or representatives' oral or other written statements do not constitute warranties, shall not be relied upon by Buyer, and are not a part of the contract for sale or this limited warranty. The USC Warranty Manager is the final decision point for all warranty claims.

5. Return Policy: Approval is required prior to returning goods to Manufacturer irrespective of warranty claim. Manufacturer may give a credit, less a 15% restocking fee, for goods that are returned in new, sellable condition. Items returned for warranty that are found to be not covered by the warranty will remain the property of the Buyer. The Buyer will have the ability to have part returned at their expense or, if in new, sellable condition, receive a credit less a 15% restocking fee and less any USC paid freight for its return.

6. Entire Obligation: This Limited Warranty states the entire obligation of Manufacturer with respect to the Products. If any part of this Limited Warranty is determined to be void or illegal, the remainder shall remain in full force and effect. Other terms included in Manufacturer's Terms of Sale will also apply.