



Spare Parts - Limited Warranty Certificate

A. GENERAL PROVISIONS - Rotobec Inc. (hereinafter referred to as “Rotobec”) warrants its Spare Parts (hereinafter referred to as the “Product”) against defects in material or factory workmanship, subject to all the terms and conditions stated herein, to the Rotobec authorized dealer (herein after referred to as the “Dealer”).

B. WARRANTY COVERAGE

- Structural component(s) of the Rotobec Product covered by this warranty which prove(s) to be defective in material or workmanship. This warranty applies to structural components used, maintained and serviced as intended, in compliance with/as directed in all applicable guidelines and instructions as set-forth in the product manual. This warranty applies for a period of ninety (90) days (500 hours) from the date of purchase.

Proof of defect must be submitted within ten (10) days from the date of failure or defect discovery and any claim must be submitted within thirty (30) days from the date of submission of proof of failure/defect.

The warranty extends only to the original purchaser (hereinafter referred to as the “Buyer”) of the Product and not to other purchasers or transferees unless agreed to in writing by Rotobec.

C. WHAT IS NOT WARRANTED - Rotobec is not responsible for the following: (1) used Products; (2) defects caused by an alteration or modification of the Product not approved in writing by Rotobec; (3) depreciation or damage caused by normal wear; lack of reasonable and proper maintenance; failure to meet/comply with specifications and guidelines outlined by Rotobec; misuse; lack of proper protection during storage; or accident; (4) normal maintenance parts and service; (5) labor in diagnosis of a breakdown; (6) any defects resulting from the modification of factory pre-set pressures; and (7) expenses for miles or kilometres travelled.

D. UNINTENDED OR UNUSUAL USE OR OPERATION OF THE PRODUCT - The Product is designed and manufactured by Rotobec for use in certain specific applications, by properly qualified and trained personnel, in compliance with Rotobec’s manual(s) and all controlling federal, state and industry guidelines and regulations. Any other such use(s) or operation of the Product shall be approved beforehand in writing by Rotobec.

E. WARRANTY SERVICE - In the event of any failure caused by a defect in material or in factory workmanship covered by this warranty, the Buyer shall: (1) notify Rotobec of the nature of the problem without delay; and (2) stop using or operating the Product, unless authorized in writing by Rotobec. All warranty service shall be performed at the point of purchase of the Product either by Rotobec or by a Dealer using parts provided by Rotobec.

If the product was purchased directly from Rotobec, the Buyer shall return either the Product or the defective parts “prepaid” to Rotobec without delay. If Rotobec deems that the parts are in fact defective, it shall repair or replace the parts and, when the Product is returned to Rotobec, install them free of charge to the Buyer.

If the Product was purchased from a Dealer, Rotobec shall provide the replacement parts to the Dealer. The Dealer shall install the parts and return the replaced parts to Rotobec, “prepaid” by the Buyer, within thirty (30) days of the repairs. The parts and their installation shall be without charge to the Buyer providing that the replaced parts are proven defective to Rotobec’s satisfaction. In all cases, all costs related to the transportation and the installation of the product and the replacement product shall be the sole responsibility of the buyer.

All parts replaced under the warranty shall remain the property of Rotobec.

If the buyer fails to follow any of the above procedures or if the parts are not proven to be defective to Rotobec’s satisfaction, the Buyer shall not benefit from the warranty.