## AGRI-FAB "5-YEAR" LIMITED WARRANTY FOR SELECT CONSUMER CARTS

<u>WHO IS COVERED</u>: This Warranty covers the original retail purchaser of any of the following AGRI-FAB labeled consumer carts: (1) 12 cu. ft. Utility Poly Cart (Model No. 45-0552); (2) 18 cu. ft. Utility Poly Cart (Model No. 45-0553); (3) ATV/UTV Poly Cart (Model No. 45-0554); and (4) Poly Garden Cart (Model No. 45-0555). This Warranty is not transferable.

<u>HOW LONG DOES COVERAGE LAST</u>: This Warranty remains in force for 5 years from the date of purchase; provided, however, that if the product is used commercially or for rental purposes, the Warranty remains in force for only 90 days from the date of purchase.

WHAT IS COVERED: Any defect in material or workmanship of your AGRI-FAB product or part.

<u>WHAT IS NOT COVERED</u>: Damage caused by transportation, storage, misuse, excessive use, accident, neglect, modification, normal wear and tear, improper maintenance, natural oxidization, or the corrosive effects of fertilizers, ice melt products, powdered metals or other materials placed in the cart. This Warranty also does not cover parts which may need to be replaced due to normal use of the product such as, but not limited to, belts and tires.

During the first year of ownership of the product, Agri-Fab's current warranty will not change. For years two through five of ownership, wheels and bearings are no longer covered by this warranty, as they are considered "Wear Parts."

WHAT AGRI-FAB WILL DO: Repair or replace your AGRI-FAB product or part.

<u>HOW TO GET SERVICE</u>: Deliver the AGRI-FAB product or part to Agri-Fab's local authorized service dealer or distributor. If you do not know the dealer or distributor in your area, please write to the Customer Service Department of Agri-Fab, Inc., P.O. Box 903, SULLIVAN, ILLINOIS 61951. The return of a product or part to Agri-Fab will not be accepted unless prior written permission has been extended by Agri-Fab.

FOR CONSUMER TRANSACTIONS COVERED BY THE MAGNUSON-MOSS WARRANTY ACT, THE DURATION OF ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS LIMITED TO THE DURATION OF THE ABOVE EXPRESS WARRANTY. FOR ALL OTHER TRANSACTIONS, AGRI-FAB IMMEDIATELY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THIS EXPRESS WARRANTY SUPERSEDES ALL PRIOR OR CONTEMPORANEOUS ORAL OR WRITTEN REPRESENTATIONS CONCERNING THE PRODUCTS. NO AGRI-FAB EMPLOYEE, DEALER OR ANY OTHER PERSON IS AUTHORIZED TO MODIFY THIS WARRANTY OR MAKE ANY OTHER WARRANTY IN ADDITION TO THE WARRANTIES SET FORTH IN THIS DOCUMENT. IN NO EVENT SHALL AGRI-FAB BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON CONTRACT, TORT, OR ANY OTHER LEGAL THEORY. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

This Warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

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