

Warranty Statement

MATHEWS COMPANY LIMITED WARRANTY FOR WHOLE GOODS

Except as otherwise set forth herein, Mathews Company (Seller) warrants that the equipment supplied by Seller to Buyer shall be free from defects in materials and workmanship when properly installed and operated under normal conditions and in accordance with all applicable instruction manuals. This limited warranty shall expire two (2) years from the date of shipment from Seller's Crystal Lake, Illinois, U.S.A. facility. In addition, for a period of five (5) years from the date of shipment from Seller's Crystal Lake, Illinois, U.S.A. facility, Seller will re-balance M-C Shredder rotors for Buyer at Seller's Crystal Lake, Illinois, U.S.A. facility, provided that the rotors did not become unbalanced through abnormal use by Buyer or were not damaged by Buyer in any way.

To obtain consideration under this limited warranty, Buyer must first notify Seller in Crystal Lake, Illinois, U.S.A., stating in what respects the equipment is believed by Buyer to be defective and providing a list of the parts at issue. Additionally, Buyer must complete a warranty request form stating the machine serial number. Upon receipt by Seller of such notice from Buyer, Buyer may receive authorization from Seller to return the parts. If parts are to be scrapped locally, Buyer will be so advised. If Seller provides Buyer with authorization to return the parts, Buyer shall return such parts to Seller's facility in Crystal Lake, Illinois, U.S.A., transportation prepaid, for examination by Seller. No parts shall be returned to Seller unless Buyer first obtains a return authorization number from Seller. If, in Seller's sole judgment, the parts returned by Buyer are defective and covered under this limited warranty, Seller shall have the option of repairing, rebuilding or replacing such parts. This limited warranty shall not apply to parts which, in Seller's sole judgment, have been the subject of negligence, abuse, accident, misapplication, tampering, alteration, improper adjustment, or electrical problems caused by low voltage conditions; nor shall it apply to consumables, such as belts; nor shall it apply to parts damaged by acts of God, war or civil insurrection, acts of terrorism, improper installation, operation, maintenance or storage, or other than normal application, use or service, including, without limitation, operational failures caused by corrosion, erosion, wear and tear, rust or other foreign materials in the system in which they are utilized.

Failure to give notice within the warranty period shall be a waiver of this limited warranty and no assistance or other action thereafter taken by Seller shall be deemed to extend or revive the warranty period. This limited warranty covers only whole goods and shall not apply to replacement parts or upgrade kits. A separate warranty statement published by Seller covers the warranty on parts and upgrade kits. This limited warranty shall not apply to any products, parts, accessories or other equipment not manufactured by Seller, provided that Seller, upon request by Buyer, shall advise Buyer of any warranties known to Seller that may be offered by the manufacturer of such equipment. This limited warranty shall not cover, and Seller shall not under any circumstances be liable for, damages for injuries to persons or property; loss of crops or other products; losses caused by harvest delays; loss of profits; loss of use; cost of rental equipment; expenses of labor, travel or other items relating to the removal or replacement of defective parts; damages resulting from the removal of defective parts or the installation of repaired, rebuilt or replaced parts; expenses relating to the transportation of parts to and from Seller's facility; any consequential, incidental, contingent or special damages, whether arising in contract, in tort or under statute; or any other damages or expenses not agreed upon in writing by Seller, even if Seller has been advised of the potential for any such damages or expenses.

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