



Limited Warranty

USC, LLC, (Manufacturer) warrants its seed treating 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 12 months from date of shipment. If the Products do not conform to this Limited Warranty during the warranty period, Buyer shall notify Manufacturer in writing of the claimed defects and demonstrate to Manufacturer satisfaction that said defects are covered by this Limited Warranty. 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.
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 have been effected or attempted by persons other than pursuant to written authorization by Manufacturer. Manufacturer does not warrant against casualties or damages resulting from misuse and/or abuse of product(s), acts of nature, effects of weather, including effects of weather due to outside storage, accidents, or damages incurred during transportation by common carrier.
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 incidental, special, or consequential damages.
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.
5. **Return Policy:** Approval is required prior to returning goods to USC, LLC. A restocking fee will apply.
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.

