

## LIMITED WARRANTY DISCLAIMER

AgriBusiness International, Inc. hereafter called ABI warrants to each original retail purchaser of new ABI goods, that such goods are at the time of delivery to such purchaser, free from defects in material and workmanship under normal use, and if serviced in accordance with recommendations of the Operator's Manual.

ABI's obligation under this warranty, unless otherwise specified, is limited to repairing or at its option, replacing with factory specified replacement parts, any part which in ABI's judgement proved defective in material or workmanship within the warranty period as hereafter defined. The "Warranty Period" shall commence upon delivery to the Original retail purchaser, or 12 months after wholesale invoice to the dealer, whichever occurs first ( the warranty commencement date"). The warranty period shall expire 12 months ( 6 months if used in commercial or custom work) after the warranty commencement date.

### NOTE: POLYETHYLENE TUBING WARRANTY

The polyethylene tubing used on ABI hard-hose irrigators is warranted to the original user to be free from Defects in material and workmanship according to the following terms:

1. In the event that such polyethylene tubing is discovered or should have been discovered to be defective within the warranty period specified below and it is shown to the satisfaction of ABI that such defect was caused by faulty workmanship or materials, the tubing will be at ABI's option, either to repair or replace with full credit during the first 12 months and prorata for the remaining 48 months.

Satisfaction of this warranty will be limited to the repair or replacement of the polyethylene tubing. All freight, installation costs or other incurred cost associated with the repair or replacement shall be paid by the dealers/customers. This warranty extends only to the original users of ABI equipment purchased from an authorized ABI dealership.

2. The warranty period shall commence on the date of purchase by the original user and shall terminate 60 months thereafter. In the event that the tubing is replaced, the warranty period is not extended beyond the 60 months counted from the original purchase date.

No warranty shall apply to (1) normal maintenance and service of adjustments. ( A dealer service charge will be made for these services after initial delivery and set-up), (2) any ABI goods which shall have been repaired or altered in any way so as, in ABI's judgement to affect adversely their stability, operation characteristics, or safety or (3) valves, guns, hose, tires, or other trade accessories, as they are subject to warranties of their own respective manufacturers.

To make this warranty effective, (1) within 30 days after receipt of the goods by the retail purchaser, a warranty registration card must be completed and mailed to P.O. Box 909, Villa Rica, Georgia 30180. (2) within 30 days after suspected failure, a warranty claim, freight prepaid, to Villa Rica, Georgia factory.

THIS ABI WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY OTHER OBLIGATION OR LIABILITY INCLUDING CROP DAMAGE OR LOSS OF CROPS OR LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES ON THE PART OF ABI.

ABI shall not be liable or responsible in any way or at any extent for the property damage, personal injury or death resulting from the purchaser's failure to assemble, install, maintain or operate the goods or equipment in accordance with the provisions of the Operator's Manual.

No statement, representation agreement or understanding, oral or written, made by any agent, by an authorized ABI Dealer, ABI representative or employee other than an officer of ABI, which is not contained in this Limited-Warranty Disclaimer will be recognized or enforceable or binding upon ABI.

Any action for breach of any ABI warranty must be commenced within one year after the date on which such cause of action occurred.

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Cut along dotted line and return card below to activate Limited Warranty Disclaimer.

**IMPORTANT**

To make this warranty effective  
Complete and return this card  
within 30 days of the original  
purchase date.

## WARRANTY REGISTRATION CARD

Machine Type: \_\_\_\_\_ Serial #: \_\_\_\_\_

Owner: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Dealer: \_\_\_\_\_

Purchase Date: \_\_\_\_\_

Acres Farmed:  1-100  100-250  250-500  Over 500

Type of crop(s) irrigated: \_\_\_\_\_

Customer Signature: \_\_\_\_\_ Date: \_\_\_\_\_