

# DION-AG INC. LIMITED WARRANTY

## TERMS AND CONDITIONS

**Covered by Warranty** – Under the warranty, DION-Ag Inc. guarantees its new machinery and/or equipment to be free of defects, both in workmanship and material, for a period of one (1) year from the time of delivery by the dealer to the owner. DION-Ag Inc. will repair or replace, at its discretion and without charge for service parts or labour, any defective part of the equipment on condition that the machinery and/or equipment has been operated in accordance with the instructions contained in the DION-Ag Inc. Operator's Manual provided the warranty form is submitted to DION-Ag Inc., in full, as mentioned in the afore Warranty Information section.

**Not covered by Warranty** – This warranty does not cover: (1) service parts and labour needed to maintain the unit; and (2) the replacement of parts due to normal wear and tear. The owner is responsible for these items. Some examples of maintenance and normal wear parts are: oil, lubricants & other fluids, belts, knives, clutch and clutch discs, roller chain, paddles, etc. DION-Ag Inc. is not responsible for depreciation or damage caused by normal wear, lack of reasonable and proper maintenance, failure to follow operating instructions, misuse, lack of proper protection during storage, vandalism, the elements, collision or accident. (3) Using the forage harvester with a header from another manufacturer will void warranty on all driveline components. Any other damage caused to the harvester by this header will not be covered.

**Securing Warranty Service** – To secure warranty service, the owner must report the machinery and/or equipment defect to an authorized dealer and request warranty service within the applicable warranty term.

**Owner's Obligation** – It is the responsibility of the Owner to transport the equipment to the service shop of an authorized DION-Ag Inc. Dealer or to reimburse the dealer for any travel or transportation expense involved in fulfilling this warranty. This warranty does NOT cover rental of replacement equipment during the repair period, loss of profits, or other commercial loss, and any or all incidental or consequential damages, overtime labour charges and/or freight charges for replacement parts.

**Limitations of This Warranty** – No agent, employee or representative of DION-Ag Inc. has the authority to amend, or modify, in any manner whatsoever, the terms of the present warranty. The express warranties herein contained exclude all other express, implied or statutory warranties. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES INCLUDING THE WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR ANY PARTICULAR PURPOSE.

**Right to Inspect** – DION-Ag Inc. and its authorized agents reserve the right to inspect the owner's DION-Ag Inc. product to determine if a defect in material or workmanship exists prior the commencement of any covered repairs. It is the owner's responsibility to ensure availability and/or delivery of the product to DION-Ag Inc. for the purpose of inspection.

**Right to Make Design Changes** – DION-Ag Inc. reserves the right to make changes in the design and other changes in its products at any time and from time to time without notice and without incurring any obligation of its part to modify, improve or add to products previously ordered from DION-Ag Inc. And sold or shipped by DION-Ag Inc.

**Liability** – DION-Ag Inc. shall not be liable, if, during the use of the machinery and/or attachment, the security guards have been removed, modified, or have not been properly maintained.

**Metal Detector Warranty** – Due to its limitations, the metal detector cannot and should not be considered as an infallible system. THE WARRANTY DOES NOT COVER INCIDENTAL OR INDIRECT DAMAGES.

The Warranty shall not apply if the instructions mentioned in this manual have not been followed completely and correctly. Nor will the warranty apply if the owner or any third party modifies the machine without DION-Ag Inc.'s knowledge and/or authorization. Every owner, when buying a DION-Ag Inc. machine, agrees and undertakes to use and operate the machinery and its component parts safely, and in accordance with all applicable laws, and in accordance with the Operator's Manual. Furthermore, the owner agrees and accepts to indemnify and hold harmless DION-Ag Inc. for all losses and damages to any person or property resulting from the owner's non-compliance with the terms and conditions of this warranty. Each owner further agrees to bring the warranty to the attention of any subsequent owner, and to obtain agreement therein as a condition of resale or transfer.

January 1<sup>st</sup> 2019