

SUMMARY OF NEW SYSTEM LIMITED WARRANTY International



Reinke Irrigation Systems have a standard two (2) year limited warranty and extended warranties on certain primary components as listed below:

Water Pipe

- ▲ V-Ring Seal
Fifteen (15) years
- ▲ Structural failure due to corrosion
 - Galvanized Steel water pipe - three (3) years
 - CN+ water pipe - three (3) years
 - Aluminum water pipe - six (6) years
 - Stainless Steel water pipe - ten (10) years
 - Poly-Lined water pipe - ten (10) years

Drive Train

- ▲ Wheel Drive Gears
 - Standard Duty: Five (5) years or 5,000 hours of operation, whichever shall occur first.
 - Reinke 10/16: Ten (10) years or 16,000 hours of operation, whichever shall occur first.
- ▲ Center Drive Gear Motors
Five (5) years or 5,000 hours of operation, whichever shall occur first.

Structural Components

- ▲ Manufactured directly by Reinke Manufacturing Co., Inc.
Three (3) years

Precision Technology

- | | | |
|----------------------------------------|----------------------------------------------|-----------------------------------------------|
| ▲ RPM Advanced Panel
Five (5) years | ▲ RPM Advanced Plus™ Panel
Five (5) years | ▲ RPM Touch Screen Panel
Five (5) years |
| ▲ RPM Connect™ Panel
Five (5) years | ▲ Navigator™ EOS GPS
Five (5) years | ▲ Remote Management Products
Two (2) years |

Note: Certain conditions and/or exclusions apply. This summary is subject to the entire warranty provisions of the attached Reinke New Irrigation System Limited Warranty.

REINKE MANUFACTURING CO., INC. LIMITED WARRANTY (INTERNATIONAL)

NEW IRRIGATION SYSTEM LIMITED WARRANTY

Reinke Manufacturing Co., Inc. (Reinke) warrants to the original purchaser (Purchaser) from Reinke or Reinke's authorized dealer (Dealer) that the Irrigation System (as hereinafter defined) manufactured by Reinke will be free from defects in materials and workmanship for the periods specified below, with the stated warranty period beginning as of the date set forth in the Irrigation System's serial number (the "Effective Date"), provided that the Irrigation System is properly maintained and used as designed and that this Limited Warranty is not void due to one or more of the warranty exclusions set forth herein. This Limited Warranty shall apply ONLY to the following Reinke equipment (collectively defined as the "Irrigation System"):

- 1) All new Reinke Irrigation Systems are warranted for a period of two (2) years from the Effective Date, excluding auxiliary or supplemental equipment described in Section B of this Limited Warranty, and except as otherwise provided in the following paragraphs 2) through 7) below;
- 2) All Reinke RPM Touch Screen, Advanced, Advanced Plus, and Connect main control panel assemblies (excluding panel options), as well as Navigator EOS (end of system) GPS are warranted for a period of five (5) years from the Effective Date;
- 3) All Irrigation System structural components directly manufactured by Reinke are warranted for a period of three (3) years from the Effective Date;
- 4) Reinke center drive gear motors are warranted for a period of five (5) years from the Effective Date or 5,000 hours of operation, whichever shall occur first;
- 5) All Reinke wheel drive gears are warranted for a period of five (5) years from the Effective Date or 5,000 hours of operation, whichever shall occur first, with the exception of Reinke "10/16" wheel drive gears which are warranted for a period of ten (10) years from the Effective Date or 16,000 hours of operation, whichever shall occur first; PROVIDED, HOWEVER, THAT THE FOREGOING LIMITED WARRANTY SHALL NOT APPLY TO GEAR FAILURE CAUSED IN WHOLE OR IN PART BY A FAILURE TO MAINTAIN THE PROPER GEAR BOX LEVEL OF AN APPROVED LUBRICANT NECESSARY FOR THE PROPER FUNCTIONING OF SUCH GEARS;
- 6) Reinke's exclusive V-ring water pipe seals are warranted for a period of fifteen (15) years from the Effective Date; and
- 7) Subject to the Corrosion Exclusion, the following types of water pipe are warranted against perforation exceeding three (3) millimeters in diameter caused solely by corrosion for the following time periods:
 - a) Poly-lined steel and stainless steel water pipe are each warranted for a period of ten (10) years from the Effective Date on a prorated basis.
 - b) Aluminum water pipe is warranted for a period of six (6) years from the Effective Date on a prorated basis.
 - c) Galvanized high strength steel and CN+ water pipe are each warranted for a period of three (3) years from the Effective Date on a pro-rated basis.

In the event of a pipe perforation failure caused by corrosion that is not excluded from this Limited Warranty, the Purchaser shall be allowed a credit on the price of replacement pipe as provided in the Reinke parts price list current as of the date the limited warrant claim is submitted. The amount of the credit shall be based on a factor, the numerator of which shall be the number of years remaining in the original limited warranty period, and the denominator of which shall be the duration of the original limited warranty period.

Upon prior written notice to the Purchaser, Reinke reserves the right to exclude specified geographic areas from this Limited Warranty against corrosion damage. The Limited Warranty for water pipe types set forth above shall not apply to damage or loss caused in whole or in part by the lack of adhesion of paint on

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interior surfaces of water pipe or fittings.

CORROSION EXCLUSION

The foregoing Limited Warranty shall not apply to the following:

- 1) Poly-lined steel water pipe damaged by corrosion caused in whole or in part by gases entrained in irrigation water.
- 2) Aluminum water pipe damaged by corrosion caused in whole or in part by (i) wastewater, sludge, livestock manure or any corrosion-causing chemicals in irrigation water, (ii) gases entrained in irrigation water, (iii) acidity of water, as measured by a pH level of 5.0 or less or 8.0 or more, (iv) concentrations of sulfates in water of 500 P.P.M. or greater, (v) concentrations of chlorides in water of 350 P.P.M. or greater or (vi) alteration of the pH level of irrigation water.
- 3) Stainless steel water pipe damaged by corrosion caused in whole or in part by: (i) gases entrained in irrigation water, (ii) corrosion-causing chemicals or abrasive materials in irrigation water, (iii) acidity of water, as measured by a pH level of 3.0 or less or 10.0 or more, (iv) concentrations of sulfates in the irrigation water of 1,000 P.P.M. or greater (v) concentration of chlorides in the irrigation water of 600 P.P.M. or greater or (vi) alteration in the pH level of irrigation water.
- 4) Galvanized high strength steel or CN+ water pipe damaged by corrosion caused in whole or in part by: (i) wastewater, sludge, livestock manure or any corrosion-causing chemicals in irrigation water, (ii) gases entrained in irrigation water, (iii) acidity of water, as measured by the pH level of the following intensities (a) for galvanized high strength steel water pipe, a pH of 6.0 or less or 8.5 or more, and (b) for CN+ water pipe, a pH of 5.5 or less or 8.5 or more, (iv) concentrations of sulfates of 250 P.P.M. or greater for galvanized high strength steel water pipe and 300 P.P.M. or greater for CN+ water pipe, (v) concentrations of chlorides of 250 P.P.M. or greater for galvanized high strength steel water pipe and CN+ water pipe or (vi) alteration of the pH level of irrigation water.

A. CONDITIONS TO CLAIM WARRANTY BENEFITS

If the Irrigation System is found to be defective in materials or workmanship and such defect is within the coverage of this Limited Warranty, such defective component shall be repaired or replaced, at Reinke's sole option, provided the following conditions are met:

- 1) The claimed defect is discovered within the warranty time periods indicated above.
- 2) The Irrigation System and any covered components have at all times been installed, maintained and operated within specified design criteria pursuant to the guidelines and directives set forth in the Reinke System Owners/Operators Manual and all other Reinke published specifications. THIS WARRANTY SHALL NOT APPLY IF THE IRRIGATION SYSTEM ORIGINALLY PURCHASED BY PURCHASER HAS IN ANY WAY BEEN TAMPERED WITH, ALTERED, REPAIRED OR REPLACED BY ANYONE OTHER THAN REINKE OR A DEALER.
- 3) Reinke makes no warranty for any Irrigation System component that has been (i) damaged by accident, acts of God, corrosion, the elements, abuse, misuse, misapplication, malicious mischief, vandalism, riots, wars, improper installation, neglect, design, or lack of proper and reasonable maintenance or (ii) modified in connection with the installation of any parts or accessories on the Irrigation System. Reinke makes no warranty for damage to the Irrigation System or any component thereof caused by alterations to the Irrigation System or such component which are not performed in conformity with Reinke's specifications.

REINKE MANUFACTURING CO., INC. LIMITED WARRANTY (INTERNATIONAL)

All warranties described herein are for parts only F.O.B. Deshler, Nebraska, U.S.A. No labor or freight allowance is included. Purchaser shall be solely responsible for payment of all customs duties, importation fees, VAT or other like charges, including, but not limited to, Reinke's return shipment costs. To be entitled to benefits under this Limited Warranty, Purchaser must provide notice in writing to a Dealer within thirty (30) days after the failure is discovered or reasonably should have been discovered by Purchaser, and the Purchaser shall, at Purchaser's cost, deliver the component of the Irrigation System to a Dealer for performance of any repairs or replacements within sixty (60) days after the defect is reported or such shorter time frame as may be required by Reinke. Any repairs or replacements of any component of the Irrigation System not performed by Reinke or a Dealer shall void this Limited Warranty.

B. TERMS AND CONDITIONS

The Irrigation System covered by this warranty is sold subject to Reinke's Limited Warranty only. The Irrigation System manufactured by Reinke shall be subject to this Limited Warranty, which the Dealer extends to the Purchaser. The selling Dealer or any other Dealer has no authority to make any modifications or changes to the terms and conditions hereof or to make any other representation, warranty, condition or promise on behalf of Reinke. Reinke makes no warranty covering the repair and replacement of defects in workmanship and materials in auxiliary or supplemental equipment not directly manufactured by Reinke or on parts or components which may wear out, including but not limited to generators, engines, batteries, clutches, electric drag cords, oil seals, bearings, paint, decals, tires or tubing. Any warranties for such auxiliary or supplemental equipment, parts or components will be those offered by the respective supplier or manufacturer of the equipment, part or component (third-party warranties). Purchaser shall be solely responsible for compliance with the terms and conditions of any and all third-party warranties. Nothing in this Limited Warranty shall expand, enlarge upon or alter in any way, the third-party warranties. Tire warranties are expressly excluded from this Limited Warranty.

C. LIMITATIONS OF LIABILITY

REINKE AND PURCHASER AGREE THAT, IN CONSIDERATION OF THE LIMITED WARRANTY EXPRESSED HEREIN, ALL OTHER WARRANTIES OTHER THAN TITLE, EITHER EXPRESS OR IMPLIED, WHETHER ARISING UNDER LAW OR IN EQUITY, INCLUDING WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXCLUDED. FURTHER, THE LIMITED WARRANTY EXPRESSED HEREIN IS MADE SOLELY TO THE PURCHASER AND NOT TO ANY SUBSEQUENT OWNER, PURCHASER, LESSOR OR LESSEE OF THE IRRIGATION SYSTEM DESCRIBED HEREIN, OR ANY RELATED SUCCESSOR IN INTEREST TO SUCH OWNER, PURCHASER, LESSOR OR LESSEE. NO WARRANTIES, EXPRESSED OR IMPLIED, OF FITNESS OR MERCHANTABILITY ARE MADE OR ARISE WITH RESPECT TO USED EQUIPMENT, AUXILIARY OR SUPPLEMENTAL EQUIPMENT PURCHASED FROM THIRD PARTY MANUFACTURERS, OR ANY AND ALL PARTS, ACCESSORIES, GOODS AND EQUIPMENT MANUFACTURED BY THIRD PARTIES THAT ARE USED WITH, OR INCORPORATED IN, THE IRRIGATION SYSTEM.

NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS LIMITED WARRANTY, IN NO EVENT SHALL REINKE OR ITS DEALER BE LIABLE, WHETHER ARISING UNDER

CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, FOR LOSS OF USE OF THE IRRIGATION SYSTEM; ANTICIPATED BUSINESS OR PROFITS (INCLUDING ANTICIPATED LEASE PAYMENTS); CROP DAMAGES; TRANSPORTATION, TOWING OR RELATED EXPENSES DUE TO REPAIRS, NON-OPERATION, REDUCED OPERATION OR INCREASED EXPENSE OF OPERATION; COST OF PURCHASED OR LEASED REPLACEMENT EQUIPMENT; COSTS DUE TO DELAYS OR DEFAULTS IN MAKING DELIVERY OR INSTALLATION OF THE IRRIGATION SYSTEM, REPLACEMENT EQUIPMENT OR ANY COMPONENT THEREOF; COST OF MONEY; LOSS OF USE OF CAPITAL OR REVENUE; LOSS OF PURCHASER'S TIME; OR FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR INCIDENTAL LOSS OR DAMAGE OF ANY NATURE ARISING AT ANY TIME OR FROM ANY CAUSE WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH THE IRRIGATION SYSTEM OR THE USE THEREOF OR ARISING OUT OF A BREACH OF THE PURCHASE CONTRACT OR ANY WARRANTIES ARISING THEREFROM, WHETHER SUCH CLAIMS ARE MADE BY PURCHASER OR ANY SUBSEQUENT OWNER, PURCHASER, LESSOR OR LESSEE OF THE IRRIGATION SYSTEM, OR ANY RELATED SUCCESSOR IN INTEREST THERETO. MANUFACTURER DISCLAIMS ALL LIABILITY FOR ANY MODIFICATIONS MADE TO THE IRRIGATION SYSTEM FROM THE TIME IT LEAVES MANUFACTURER'S CUSTODY. NO CLAIM BY PURCHASER OF ANY KIND SHALL BE GREATER IN AMOUNT THAN THE NET PURCHASE PRICE OF THE IRRIGATION SYSTEM.

This Limited Warranty and the Limitations of Liability set forth herein shall be governed by and construed in accordance with the laws of the State of Nebraska, U.S.A. exclusive of choice of law rules. In the event any one or more of the provisions contained in this Limited Warranty and Limitations of Liability shall for any reason be held to be invalid, void or unenforceable in any respect, such invalid, void or unenforceable provision shall not in any way affect any other provision herein, but this Limited Warranty and Limitations of Liability shall be construed as if such invalid, void or unenforceable provision had never been contained herein. The limitations and exclusions may not be allowed by some states or provinces, and if, notwithstanding the choice of law provision contained herein, the law of such state or province applies, such limitations and exclusions shall not apply to the extent of applicable state or provincial law.