Free Form Plastic Products Inc. (Referred to as Free Form) warrants its **new**, unused, Equipment to be free of defects in material and workmanship at time of the delivery according to the **Free Form Warranty Policy**.

1 LIMITED WARRANTY REPAIR PERIOD AND REMEDIES

Free Form will repair or replace, at its option, without charge for parts or labour, any parts that fail due to defects in the workmanship of the equipment for a period of twelve (12) months from delivery to the **first** retail purchaser. This warranty does not cover failure due to abuse or misapplication of the product.

NOTE: A Free Form Manufactured Part is any part which has been manufactured by Free Form. Parts purchased from an outside supplier are not considered to be manufactured by Free Form.

Any parts that are covered by an Extended Warranty published by Free Form are an exception to the Basic Policy and are to be warranted as per the details of the Extended Warranty. The extended warranty policy may change from time to time without prior notice from Free Form.

2) EXTENDED WARRANTY

CULTIVATOR SHANKS are warranted 100% against breakage for five (5) years from date of machine delivery to the first retail customer. Breakage after the fifth year will be covered at 50% warranty. Shanks are not warranted against bending; however, a bent shank policy is in place to cover bent shanks at 50% warranty for the lifetime of the machine. All replacement shanks are warranted as per original delivery date of the machine to the first retail customer.

Fenders are warranted 100% against defects in materials and workmanship for a period of thirty six (36) months from the delivery to the first retail purchaser.

Polytoons are warranted 100% against defects in materials and workmanship for a period of twenty-four (24) months from the delivery to the first retail purchaser.

Standard duty tanks are warranted 100% against defects in materials and workmanship for a period of thirty-six (36) months from delivery to the first retail purchaser.

Heavy duty tanks are warranted 100% against defects in materials and workmanship for a period of sixty (60) months from delivery to the first retail purchaser.

3) EXCEPTIONS TO THIS WARRANTY

a) In no event shall the owner be entitled to recover costs for incidental, special or consequential damages such as, but not limited to: loss of crop, loss of profit or revenue, other commercial losses, inconvenience or replacement equipment rental cost.

b) **Repair, Maintenance, and Service items not related to defects:**

1) Loss or damage during shipment (see Free Form Wholegoods Shipping Policy)
2) Failure resulting from lack of or improper maintenance.
3) Damage caused by operator abuse, negligence, or improper operation.

4) Non-defective items replaced due to customer demand unless authorised by Free Form.
5) Non-reimbursable maintenance items including but not limited to oil, grease, chains, etc.
6) Any and all costs for repairs or replacement of parts not shown to be defective.
7) Damage due to accidents.

c) **Cultivator Sweeps, Reversible Chisels, and Ground Engaging Tools** are **not** covered under this warranty policy, but by the warranty policy of their manufacturer.

d) **Rubber Tires** are warranted directly by the tire manufacturer's agents only, and **not** by Bourgault.

e) **Replacement Parts** will be warranted for the balance of the first 12 month warranty period or 90 days from the date of installation, whichever is longer; providing **the bill of sale** is attached to the warranty claim.

f) The warranty period for equipment purchased by a "**custom operator**" is limited to 6 months from the date of delivery to the custom operator or as per the requirements as set out by law in the jurisdiction of the retail customer. A "custom operator" means a person/corporation who purchases a new farm implement and uses or permits the use of that farm implement for hire or for service to others for valuable consideration to the extent of at least 50% of the annual use of that farm implement. Free Form extended warranty does not apply to custom operators.

g) The terms of this warranty are subject to Provincial and State Legislation. Free Form reserves the right to make changes in accordance with these Acts at any time without notification or obligation. The stated warranty contained in the Free Form Warranty Policy applies in all situations, unless the law provides a greater warranty in the jurisdiction of the retail customer.

h) Free Form reserves the right to continually improve its equipment, and reserves the right to change products or specifications at any time without notice or obligation.

4) OWNER'S OBLIGATION

It is the **responsibility of the owner, at the owner's expense, to transport the equipment to the service shop of an authorised Free Form Dealer (place of purchase)**

or alternately to reimburse the dealer for any travel or transportation expense involved in fulfilling this warranty.

It is the **responsibility of the owner to read, understand and practise the maintenance,**

safety, and operational guidelines as set out in the operator's manual furnished with the equipment.

It is the owner's responsibility to ensure that the Pre-delivery Inspection sheet, which must be signed by the owner, is completed and returned to Free Form by the dealer. **The completed and signed Pre-delivery Inspection sheet and the appropriate Assembly Inspection Checklist are required to register a new unit for warranty.**