

REINKE IRRIGATION SYSTEMS LIMITED WARRANTY AND LIMITATIONS OF LIABILITY
GALVANIZED HIGH STRENGTH STEEL AND CN+ SYSTEMS ONLY
(U.S.A. AND CANADA)

A. REINKE LIMITED WARRANTY

Reinke Manufacturing Company, Inc. (Reinke) warrants to the original U.S.A. or Canadian purchaser (Purchaser) from Reinke or Reinke's authorized dealer (Dealer) that the unaltered 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, provided that the Irrigation System is properly installed, 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 for a period of two (2) years, excluding any and all auxiliary or supplemental equipment described in Section C of this Limited Warranty, and except as otherwise provided in paragraphs 2) through 5) below;
- 2) All irrigation system structural components manufactured directly by Reinke Manufacturing for a period of five (5) years;
- 3) All Reinke center drive gear motors for a period of eight (8) years or 8,000 hours of operation, whichever shall occur first; All Reinke wheel drive gears for a period of ten (10) years or 10,000 hours of operation, whichever shall occur first, with the exception of Reinke "moderate duty" wheel drive gears which are warranted for a period of six (6) years or 6,000 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 LEVEL OF AN APPROVED LUBRICANT NECESSARY FOR THE PROPER FUNCTIONING OF SUCH GEARS;**
- 4) Reinke's exclusive v-ring water pipe seal for a period of twenty five (25) years; and
- 5) Subject to the limitations below, all galvanized high strength steel and CN+ water pipe is warranted against structural failure due to corrosion for a period of twenty (20) years on a prorated basis. In the event of a pipe 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 warranty 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 twenty (20) year limited warranty period, and the denominator of which shall be twenty (20). **THE FOREGOING LIMITED WARRANTY SHALL NOT APPLY TO PIPE DAMAGED BY CORROSION CAUSED IN WHOLE OR IN PART BY: (I) WASTEWATER, SLUDGE, LIVESTOCK MANURE OR ANY CORROSION-CAUSING CHEMICALS, (II) ENTRAINED GAS, (III) ACIDITY OF WATER, AS MEASURED BY THE pH LEVEL, OF THE FOLLOWING INTENSITIES: (A) FOR GALVANIZED HIGH STRENGTH WATER PIPE, A pH OF 6.0 OR LESS, OR 8.5 OR MORE, (B) FOR CN+ WATER PIPE, A pH OF 5.5 OR LESS, OR 8.5 OR MORE, (IV) CONCENTRATIONS OF SULFATES OF (A) 250 P.P.M. OR GREATER FOR GALVANIZED HIGH STRENGTH WATER PIPE, (B) 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 AND CN+ WATER PIPE, (VI) ALTERATION OF THE pH LEVEL OF THE IRRIGATION WATER. 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 SET FORTH IN THIS PARAGRAPH 4 SHALL NOT APPLY TO DAMAGE OR LOSS CAUSED IN WHOLE OR IN PART BY THE ADHESION OF PAINT ON INTERIOR SURFACES OF WATER-CARRYING PIPE OR FITTINGS.**

B. OPERATION OF WARRANTY PROGRAM

If the Irrigation System is found to be defective in materials or workmanship within the warranty time periods indicated above, and such defect is within the coverage of this Limited Warranty, such defective component shall be repaired or replaced, at Reinke's sole option, at Reinke's factory F.O.B., Deshler, Nebraska, U.S.A., provided:

- 1) A completed warranty registration card, signed by both the Purchaser (or an authorized representative thereof) and the Dealer, is returned

to the Dealer Support Department at Reinke Manufacturing Company, Inc., P.O. Box 566, Deshler, Nebraska 68340, U.S.A., within sixty (60) days of the date of delivery of the Irrigation System to the Purchaser.

- 2) The Irrigation System has been installed and operated and is operating within specified design criteria. **THIS WARRANTY SHALL NOT APPLY IF THE ORIGINAL IRRIGATION SYSTEM THAT WAS PURCHASED BY PURCHASER HAS IN ANY WAY BEEN TAMPHERED WITH, ALTERED, REPAIRED OR REPLACED BY ANY OTHER THAN REINKE OR THE DEALER.**
- 3) Any warranties described in this Limited Warranty become void if the Irrigation System is (i) operated on grades in excess of Reinke's specifications, (ii) has not been properly grounded at less than 25 ohms resistance between the Irrigation System and the earth, (iii) water pressure at the pivot exceeds 100 P.S.I., or (iv) is operated on a voltage which is 5 percent or more above or below the specified voltage. The Irrigation System must be maintained as set forth in the System Owners/Operators Manual. 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.

All warranties described herein are for parts only F.O.B., Deshler, Nebraska, U.S.A. No 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 the 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 an authorized 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 an authorized Dealer shall void this Limited Warranty.

C. TERMS AND CONDITIONS

The Dealer is an independent contractor and is not an agent or employee of Reinke or any Reinke related entity, or any other manufacturer of the Irrigation System sold hereunder. The Dealer warrants that it has exclusive and full title to the Irrigation System. **REINKE IS NOT LIABLE FOR ANY REPRESENTATIONS MADE BY ANY DEALER THAT EXCEED THE TERMS OF THIS WRITTEN LIMITED WARRANTY.** Neither Reinke nor the Dealer shall be liable for actual or consequential damages due to any delays or defaults in making delivery occasioned by any cause. Delivery of the components of the Irrigation System by an approximate date is subject to the availability of such components. It is understood that any date specified is an estimated and projected delivery date between the Dealer and Purchaser. **THE IRRIGATION SYSTEM COVERED BY THIS WARRANTY IS SOLD SUBJECT TO THE MANUFACTURER'S WARRANTY ONLY. THE IRRIGATION SYSTEM MANUFACTURED BY REINKE SHALL BE SUBJECT TO THE LIMITED WARRANTY SET FORTH HEREIN, WHICH THE DEALER ADOPTS AND EXTENDS TO THE PURCHASER. REINKE MAKES NO WARRANTY COVERING THE REPAIR AND REPLACEMENT OF DEFECTS IN WORKMANSHIP AND MATERIALS IN AUXILIARY OR SUPPLEMENTAL EQUIPMENT NOT 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 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**

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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.

D. 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, 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.

REINKE AND PURCHASER AGREE THAT THE PURCHASER'S SOLE AND EXCLUSIVE REMEDY FOR ANY DEFECTS IN THE IRRIGATION SYSTEM DELIVERED HEREUNDER SHALL BE LIMITED TO THE REPAIR OR REPLACEMENT (IN REINKE'S SOLE DISCRETION) OF DEFECTIVE PARTS AS SPECIFIED IN THIS LIMITED WARRANTY. THIS LIMITED WARRANTY SHALL NOT APPLY WITH RESPECT TO ANY CLAIMED DEFECT IN THE IRRIGATION SYSTEM WHICH IN REINKE'S JUDGMENT HAS ARISEN FROM REPAIR NOT AUTHORIZED OR PERFORMED BY REINKE OR THE DEALER, FROM ALTERATIONS OR MODIFICATIONS IN THE IRRIGATION SYSTEM, OR FROM PURCHASER'S MISUSE, NEGLIGENCE OR ACCIDENT.

NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS LIMITED WARRANTY, IN NO EVENT SHALL REINKE OR ITS DEALERS 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 OR FOR SPECIAL OR GENERAL DAMAGES ARISING FROM ANY ACTS OF NEGLIGENCE OF REINKE OR DEALER, 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.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING LIMITATIONS OF LIABILITY, IN NO EVENT SHALL REINKE OR ITS

DEALER BE LIABLE OR RESPONSIBLE IN ANY WAY OR TO ANY EXTENT FOR DAMAGE TO THE IRRIGATION SYSTEM ITSELF OR OTHER PROPERTY DUE TO MALFUNCTION OF THE STOPPING OR AUTOMATIC REVERSE DEVICE, AUTO RESTART, TEMPERATURE CONTROL DEVICE, END GUN SHUT-OFF CONTROLS OR VALVE AND/OR WATER PRESSURE SAFETY SHUT-OFF, OR THE MALFUNCTION OR IMPROPER SETTING OF SUCH CONTROLS, IMPROPER PROGRAMMING OF THE CONTROL PANEL OR PROGRAMMING OF ANY GPS GUIDANCE SYSTEM ATTACHED TO THE IRRIGATION SYSTEM OR LOSS OF RADIO SIGNAL IN CONNECTION WITH THE OPERATION OF SUCH GUIDANCE SYSTEM. REINKE SHALL NOT BE LIABLE OR RESPONSIBLE IN ANY WAY OR TO ANY EXTENT FOR THE FAILURE OF THE IRRIGATION SYSTEM TO OPERATE UNDER CONDITIONS THAT MAY BE CONDUCIVE TO ICING, OR DAMAGES OF ANY KIND TO THE IRRIGATION SYSTEM OR OTHERWISE BY REASON OF ITS BEING OPERATED DURING ICE-FORMING TEMPERATURES. REINKE DISCLAIMS ANY AND ALL LIABILITY (INCLUDING LIABILITY CREATED PURSUANT TO THIS LIMITED WARRANTY) WITH REGARD TO DAMAGE TO THE IRRIGATION SYSTEM, OR TO OTHER PROPERTY, OR PERSONAL INJURY OR DEATH, CAUSED BY FAILURE TO INSTALL PROPERLY DESIGNED BARRICADES OR BY IMPROPER INSTALLATION OF REINKE-SUPPLIED BARRICADES OR BY THE USE OF CUSTOMER-SUPPLIED BARRICADES INTENDED TO STOP OR TO AUTOMATICALLY REVERSE THE IRRIGATION SYSTEM.

The warranties set forth herein are limited to the Irrigation System manufactured by Reinke Manufacturing Company, Inc., Deshler, Nebraska, U.S.A. and sold and delivered for use within the contiguous United States of America and Canada. Purchaser acknowledges that there are no verbal agreements or guarantees collateral to or affecting this written Limited Warranty and any attempt to do so shall be null and void. No failure or delay on the part of Reinke in exercising any right, power or remedy under this Limited Warranty and Limitations of Liability shall operate as a waiver thereof nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy under this Limited Warranty and Limitations of Liability. 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, 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.

NOTWITHSTANDING THE TERMS HEREOF, TO THE EXTENT PROHIBITED, LIMITED OR OTHERWISE RESTRICTED BY APPLICABLE STATE LAW, NO EXCLUSION, MODIFICATION, OR LIMITATION HEREIN OF ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OTHERWISE APPLICABLE TO THIS TRANSACTION OR ANY REMEDY PROVIDED TO PURCHASER BY LAW, INCLUDING THE MEASURE OF DAMAGES, SHALL APPLY IN STATES, SUCH AS KANSAS, THAT DO NOT ALLOW SUCH EXCLUSION, MODIFICATION OR LIMITATION. CERTAIN STATES DO NOT ALLOW LIMITATIONS ON THE DURATION OF IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES. THEREFORE, SUCH LIMITATIONS CONTAINED HEREIN SHALL NOT BE APPLICABLE TO THE EXTENT THAT SUCH LIMITATIONS CONFLICT WITH APPLICABLE LAW. THIS WARRANTY GIVES THE PURCHASER SPECIFIC LEGAL RIGHTS, AND THE PURCHASER MAY HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE. REINKE AND PURCHASER AGREE THAT THE TERMS OF THIS LIMITED WARRANTY SHALL BE DEEMED, WITHOUT ANY FURTHER ACTION BY THE PARTIES HERETO, TO BE LIMITED TO THE MAXIMUM EXTENT ALLOWABLE UNDER SUCH APPLICABLE STATE LAW.