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Bourgault Industries Ltd. (referred to as Bourgault) warrants its new, unused, Agricultural Equipment to be free of defects in material and workmanship at time of the delivery according to the Bourgault Warranty Policy.

## **1) 5-YEAR LIMITED WARRANTY REPAIR PERIOD & REMEDIES**

1. Bourgault will repair or replace, at its option, without charge for parts or labour, any defective part of the equipment for a period of twelve (12) months from the warranty start date to first retail purchaser.
2. Bourgault will repair or replace, at its option, without charge for parts, any Bourgault Manufactured Part that is found to be defective for the period of thirteen (13) months to twenty-four (24) months from the warranty start date to first retail purchaser.
3. Bourgault will repair or replace, at its option, for a charge of 50% of the parts, any Bourgault Manufactured Part that is found to be defective for the period of twenty-five (25) months to thirty-six (36) months from the warranty start date to first retail purchaser.
4. Bourgault will repair or authorize the repair, at its option, without charge for parts or labour, any defective part of the cultivator or air drill structural frame(s) including but not limited to missed or failed welds and structural deficiencies for the period of sixty months (60) from the warranty start date to first retail purchaser.

NOTE: A Bourgault Manufactured Part is any part which has been manufactured by Bourgault Industries. Parts purchased from an outside supplier are not considered to be manufactured by Bourgault. Purchased parts would include monitors, hydraulic cylinders, sprayer pumps, bearings etc. Any parts that are covered by an Extended Warranty published by Bourgault are an exception to the Basic Policy and are to be warranted as per the details of the Extended Warranty document. The extended warranty policy may change from time to time without prior notice from Bourgault.

## **2) EXTENDED WARRANTY**

1. STEEL AIR SEEDER METERING AUGERS AND METERING HOUSINGS are warranted 100% for the life of the air seeder against wearing past 10% of the

original diameter requirements. Failure due to corrosion is not covered by this warranty.

2. PLASTIC AIR SEEDER METERING AUGERS are warranted 100% against wearing past 10% of the original diameter for five (5) years from the warranty start date to the first retail purchaser. Plastic augers worn past 10% of the original diameter past (5) years from the warranty start date to the first retail purchaser will be eligible for 50% warranty for the lifetime of the machine.
3. AIR SEEDER DISTRIBUTION HOSES are warranted against kinking up to the point in time of the completion of the Dealer Pre-delivery procedure. This warranty does not cover hose breakage at temperatures below -15 degrees Celsius (5 degrees Fahrenheit). Distribution hoses are not warranted against wearing out.
4. BOLT-ON CULTIVATOR & PARALINK HOE DRILL 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. Note: this extension does not include the paralink trailing arm assembly or seed opener.
5. MONITORS are warranted for a period of twelve (12) months from the delivery date to the first retail purchaser, as stated in the Basic Policy. A Monitor Core Exchange Policy is in effect for machines past the Basic Warranty period.

### **3) EXCEPTIONS TO THIS WARRANTY**

1. 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.
2. Repair, Maintenance, and Service items not related to defects:
  - i. Loss or damage during shipment
  - ii. Failure resulting from lack of or improper maintenance.
  - iii. Damage caused by operator abuse, negligence, or improper operation.
  - iv. Non-defective items replaced due to customer demand unless authorized by the Bourgault Service Department.
  - v. Non-reimbursable maintenance items including but not limited to oil, grease, chains, etc.
  - vi. Any and all costs for repairs or replacement of parts not shown to be defective.
  - vii. Damage due to accidents.
3. Hydraulic Cylinders are warranted for a period of 12 months from the date of delivery. If a cylinder is leaking, seal kits must be installed by the dealer before cylinders are replaced. If the defect is found to be more extensive than a



cannot deliver the equipment to the dealer's shop for repairs because the equipment is incapable of being transported due to a mechanical breakdown. If the equipment is deemed incapable of being transported to the dealership's shop for repairs, Bourgault will pay the dealership's transportation expenses up to a maximum distance of 80 KM.

2. It is the responsibility of the owner to read, understand and practice the maintenance, safety, and operational guidelines as set out in the operator's manual furnished with the equipment.
3. It is the owner's responsibility to ensure that the Warranty registration form, available on the Bourgault warranty website, is completed, signed and a copy held at the dealership. Bourgault will receive an electronic copy at the time it is submitted to complete the warranty transaction.

*Note:* This warranty applies to North American equipment only. Please contact Bourgault Industries for warranty information on international units.  
(e-mail Bourgault)

- damaged seal, then a new cylinder will be provided by Bourgault. Please contact the Service Department regarding any questionable cylinders.
4. Cultivator Sweeps, Reversible Chisels, and Ground Engaging Tools are not covered under this warranty policy, but by the warranty policy of their manufacturer.
  5. Coulter Discs are warranted to be free from defects in material and workmanship for a period of 12 months from the date of delivery. Premature wear, cracking, or breaking of coulters will only be warranted if the material is proven to be out of hardness specification.
  6. Original Equipment Batteries are warranted for full replacement for the first three (3) months and on a prorated replacement cost basis for the next twenty-seven (27) months.
  7. Kohler Gas Engines are warranted directly by Kohler agents only and not by Bourgault.
  8. Rubber Tires are warranted directly by the tire manufacturer's agents only, and not by Bourgault.
  9. Tank Paint Warranty is void if the damage has been caused by a chemical additive used on the product that was put into an air seeder tank.
  10. 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. Labour will not be paid on replacement part warranties.
  11. The warranty period for equipment purchased by a "custom operator" is limited to 1 year 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. Bourgault extended warranty does not apply to custom operators.
  12. The terms of this warranty are subject to Provincial and State Legislation. Bourgault reserves the right to make changes in accordance with these Acts at any time without notification or obligation. The stated warranty contained in the Bourgault Warranty Policy applies in all situations, unless the law provides a greater warranty in the jurisdiction of the retail customer.
  13. Bourgault 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**

1. It is the responsibility of the owner, at the owner's expense, to transport the equipment to the service shop of an authorized Bourgault Dealer (place of purchase) or alternately to reimburse the dealer for any travel or transportation expense involved in fulfilling this warranty, unless the owner