

PBM LIMITED WARRANTY

PBM Supply & Mfg., Inc. ("PBM") warrants to the original retail purchaser that all new PBM Sprayers and other PBM-manufactured products will be free from defects in workmanship and materials. The duration of this warranty and of all other warranties that may be applicable to the purchase (see below for personal, family, and household transactions) is a period of one year from the date of delivery to the original retail purchaser by PBM or a PBM-authorized dealer, THIS IS THE EXCLUSIVE AND ONLY WARRANTY MADE BY PBM. IT IS EXPRESSLY AGREED THAT THIS WARRANTY IS IN LIEU OF AND TO THE EXCLUSION OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF FITNESS OR MERCHANT ABILITY TO THE MAXIMUM EXTENT PERMITTED BY LAW. This warranty does not cover failure or the need for repair due to accident, failure to perform required maintenance, neglect or misuse or abuse of the equipment, use in a manner or for purposes not originally intended by PBM or corrosion or abrasions resulting from spray materials used by the purchaser.

This warranty does not extend to any engine or motor supplied with a PBM Sprayer or other PBM product which is separately warranted by the manufacturer. For a warranty claim relating to an engine or motor, the manufacturer or a local dealer should be contacted.

The sole liability of PBM, whether for this warranty, negligence or otherwise, shall be limited to the repair and replacement of defective parts, including necessary labor, upon return of the product to PBM or its authorized dealer at purchaser's expense, which shall be purchaser's exclusive remedy. At PBM's sole option, it may elect to refund the purchase price.

PBM SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES SUFFERED BY PURCHASER ARISING FROM BREACH OF ANY WARRANTY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, DAMAGE TO CROPS, LOST TIME OR EXCESS LABOR COSTS.