



LIMITED WARRANTY CONTRACT

Warranty Category:

Self Propelled Forage Harvester	<input type="checkbox"/>	Telehandler	<input type="checkbox"/>	Wheeled Loader	<input type="checkbox"/>	Tractor	<input type="checkbox"/>
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Warranty Vehicle:

Brand	Serial Number
Model	Stocknumber
Engine hours	Sales Manager
Cutting hours	Date

Remarks:

1. LIMITED WARRANTY OVERVIEW:

Category	Warranty duration*	We give warranty on:
Self-Propelled Forage Harvesters	250**/30	Engine, Transmission (Hydrostatic-drive), Drive Axles, Feedroll & Drum unit, Blower
Telehandlers	30/30	Engine, transmission, drive axles
Wheeled Loaders	30/30	Engine, transmission, drive axles
Telehandlers	30/30	Engine, transmission, drive axles

**days or engine hours, whichever occurs first. **9 months/250 days from purchase date*

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2. ENGINE, TRANSMISSION, DRIVE AXLES LIMITED WARRANTY FOR;

- SELF-PROPELLED FORAGE HARVESTERS
- TELEHANDLERS
- WHEELED LOADERS
- TRACTORS

THE LIMITED WARRANTY INCLUDES THE FOLLOWING COMPONENTS:

- CORE ENGINE, EXCEPT HANG-ON ATTACHMENTS.
- ENGINE LUBRICATION SYSTEM (EXCEPT OIL AND OIL FILTER)
- TURBO AIR INDUCTION & EXHAUST SYSTEM (EXCEPT MUFFLER, HOSES/TUBES, EXHAUST STACK & AIR FILTERS).
- ENGINE WATER PUMP AND WATER TEMPERATURE REGULATOR.
- FUEL INJECTION COMPONENTS TILL 2000 ENGINE HOURS.
- FINAL DRIVES, MECHANICAL DRIVE AXLES (FACTORY INSTALLED)
- TRANSMISSION
- HYDROSTATIC DRIVE (EXCEPT THE ELECTRICAL HYDRAULIC CONTROLS)

2.1 FEEDROLL & DRUM UNIT, BLOWER LIMITED WARRANTY FOR:

- SELF-PROPELLED FORAGE HARVESTERS

THE LIMITED WARRANTY INCLUDES THE FOLLOWING COMPONENTS:

- INTAKE FEED ROLLS AND BEARINGS
- BLOWER & DRUM BEARINGS

WE GUARANTEE A PROPER WORKING CROP-FLOW PROCESS. A FAILURE FREE CROP-FLOW PROCESS DEPENDS ON MANY FACTORS AND IS VERY SENSITIVE. THEREFOR LIMITED WARRANTY IS CANCELLED UNDER THE FOLLOWING SITUATIONS;

- IN- OR EXTERNAL FOREIGN OBJECT DAMAGE (F.O.D.)
- BAD OR NO BEARING LUBRICATION, EITHER MANUALLY OR VIA A CENTRAL LUBRICATION SYSTEM.
- ALL APPLICABLE "3.GENERAL LIMITED WARRANTY CONDITIONS"

3.0 OBLIGATIONS OWNER / OPERATOR

BEFORE DAILY OPERATION STARTS OPERATOR MUST CHECK;

- VISUAL CHECK OFF OIL LEAKAGES
- OIL & FLUID LEVELS, CLEAN RADIATOR.
- PROPER BEARING LUBRICATION OF THE CROP-FLOW COMPONENTS (ALL FEED ROLLS, DRUM UNIT, BLOWER BEARINGS)

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3.1 WARRANTY EXCLUSIONS:

- CORROSION OF MATERIAL, BREAKAGE OR DAMAGE ON POLYESTER, GLASS/WINDOWS, GFK OR PLASTIC COMPONENTS.
- PROBLEMS DUE TO METAL FATIGUE.
- ANY ELECTRICAL OR SOFTWARE MISFUNCTIONING OR DAMAGE INCLUDING THE ELECTRICAL WIRING HARNESS.
- HYDRAULIC SYSTEM OF THE EQUIPMENT.
- ANY INTERNAL OR EXTERNAL FOREIGN OBJECT DAMAGE
- DAMAGE DUE TO BAD OR NO BEARING LUBRICATION, EITHER MANUALLY OR VIA A CENTRAL LUBRICATION SYSTEM.

IF FOR ANY REASON DURING THE WARRANTY PERIOD, THE EQUIPMENT FAILS AND THE OWNER DECIDES TO REPAIR THE PROBLEM WITHOUT INFORMING GLOBAL EQUIPMENT, THE COST INCURRED SHALL NOT BE REIMBURSED BY GLOBAL EQUIPMENT AND THIS LIMITED WARRANTY SHALL TERMINATE IMMEDIATELY. IN ADDITION, GLOBAL EQUIPMENT WILL NOT PAY FOR THE COST OF ANY FAILURE ANALYSIS, REPAIR AND SERVICE COST WITHOUT PRIOR NOTICE AND APPROVAL BY GLOBAL EQUIPMENT.

DISCLAIMER OF CONSEQUENTIAL DAMAGES: IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER OR ANY OF ITS AFFILIATES FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, BUSINESS OR GOODWILL) SUFFERED OR INCURRED BY SUCH OTHER PARTY OR ITS AFFILIATES IN CONNECTION WITH THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

FORCE MAJEURE: NEITHER PARTY SHALL LOSE ANY RIGHTS HEREUNDER OR BE LIABLE TO THE OTHER PARTY FOR DAMAGES OR LOSSES (EXCEPT FOR PAYMENT OBLIGATIONS) ON ACCOUNT OF FAILURE OF PERFORMANCE BY THE DEFAULTING PARTY IF THE FAILURE IS OCCASIONED BY WAR, STRIKE, FIRE, ACT OF GOD, EARTHQUAKE, FLOOD, LOCKOUT, EMBARGO, GOVERNMENTAL ACTS OR ORDERS OR RESTRICTIONS, FAILURE OF SUPPLIERS, OR ANY OTHER REASON WHERE FAILURE TO PERFORM IS BEYOND THE REASONABLE CONTROL AND NOT CAUSED BY THE NEGLIGENCE OR INTENTIONAL CONDUCT OR MISCONDUCT OF THE NONPERFORMING PARTY, AND SUCH PARTY HAS EXERTED ALL REASONABLE EFFORTS TO AVOID OR REMEDY SUCH FORCE MAJEURE; PROVIDED, HOWEVER, THAT IN NO EVENT SHALL A PARTY BE REQUIRED TO SETTLE ANY LABOR DISPUTE OR DISTURBANCE.

DAMAGES CAP; THE MAXIMUM AGGREGATE LIABILITY OF SELLER TO PURCHASER UNDER SECTION OF THIS AGREEMENT SHALL NOT EXCEED 50% OF THE PURCHASE PRICE OF SUBJECT TO THIS LIMITED WARRANTY.

PAYMENT: THE EQUIPMENT WILL NOT BE DELIVERED TO PURCHASER UNTIL THE PURCHASE PRICE IS PAID IN FULL. IF PURCHASER FAILS TO PAY THE BALANCE DUE WHEN DUE, SELLER HAS THE LEGAL RIGHT TO DECLARE PURCHASER TO BE IN DEFAULT ON THIS CONTRACT, TERMINATE THIS CONTRACT, RETAIN THE DOWN PAYMENT AND SELL THE EQUIPMENT TO A THIRD PARTY IN ADDITION TO ANY OTHER LEGAL REMEDIES THAT SELLER MAY BE ENTITLED.



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UPON ACCEPTANCE BY PURCHASER OF THE EQUIPMENT, WHICH ACCEPTANCE SHALL BE DEEMED TO HAVE OCCURRED AT THE TIME THAT DELIVERY OF THE EQUIPMENT IS MADE BY SELLER TO PURCHASER, SUCH ACCEPTANCE CONSTITUTES AN ACKNOWLEDGMENT FROM PURCHASER THAT THE EQUIPMENT IS IN GOOD WORKING ORDER AND CONDITION, THAT THE PURCHASER IS SATISFIED WITH SAME, AND THAT THE EQUIPMENT IS BEING SOLD TO PURCHASER SUBJECT ONLY TO THE WRITTEN LIMITED WARRANTY PROVIDED FOR IN THIS CONTRACT. PURCHASER EXPRESSLY WAIVES ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

PURCHASER FURTHER AGREES TO INDEMNIFY, PROTECT AND HOLD SELLER, ITS AGENTS, EMPLOYEES, AFFILIATES, SUCCESSORS AND ASSIGNS HARMLESS FROM AND AGAINST ALL LOSSES, DAMAGES, INJURIES, CLAIMS, DEMANDS, EXPENSES, INCLUDING LEGAL EXPENSES, OF WHATEVER NATURE, ARISING OUT OF THE USE, CONDITION OR OPERATION OF THE EQUIPMENT OR ANY PART THEREOF, REGARDLESS OF WHERE, HOW AND BY WHOM OPERATED. PURCHASER SHALL ASSUME THE SETTLING OF, AND THE DEFENSE OF ANY SUITS OR OTHER LEGAL PROCEEDINGS BROUGHT TO ENFORCE ALL SUCH LOSSES, DAMAGES, INJURIES, CLAIMS, DEMANDS AND EXPENSES AND SHALL PAY ALL JUDGMENTS ENTERED IN A SUIT OR OTHER LEGAL PROCEEDINGS. THE INDEMNIFICATION AND ASSUMPTION OF LIABILITY AND OBLIGATIONS HEREIN PROVIDED SHALL CONTINUE IN FULL FORCE AND EFFECT NOTWITHSTANDING THE TERMINATION OF THIS AGREEMENT, WHETHER BY OPERATION OF LAW OR OTHERWISE.

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE **LAWS OF THE STATE OF IOWA** AND SHALL BE DEEMED TO HAVE BEEN ENTERED INTO AND PERFORMABLE IN SIOUX COUNTY, IOWA. JURISDICTION AND VENUE FOR ANY LAWSUITS FILED TO RESOLVE DISPUTES CONCERNING THIS AGREEMENT SHALL BE THE SIOUX COUNTY IOWA DISTRICT COURT.

BY AFFIXING MY SIGNATURE HERETO, I (PURCHASER) ACKNOWLEDGE THAT I HAVE READ THE ABOVE TERMS AND CONDITIONS OF THIS PURCHASE AGREEMENT, THAT I UNDERSTAND SAID TERMS AND CONDITIONS AND AGREE TO BE BOUND BY SAME.

By signing this contract, Buyer agrees to the terms and conditions outlined in this warranty contract.

Date	Invoicenumber:
Name Buyer	Name Sales Manager:
Signature Buyer:	Signature Sales Manager:

Distribution:
 1x Original signed hardcopy for Global Equipment.
 1x Original signed hardcopy for Buyer.
 1x Original signed version digital in Powerall