

# Limited Warranty

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## What does the Limited Warranty cover?

The ultimate purchaser/user (“you”), by acceptance of seller Capstan Ag Systems, Inc.’s (“our,” “we,” or “us”) product, assume all risk and liability of the consequences of any use or misuse by you, your employees, or others.

All replacement components furnished under this warranty, but shipped before the failed component is returned for evaluation, will be invoiced in the usual manner, and warranty adjustments will be made after the component claimed to be defective has been returned to and inspected and deemed defective by us at our factory.

Upon determining that a component has failed under warranty, the repaired component or replacement component, furnished under this warranty will be shipped at our expense to your location. We will credit you an amount equal to the incoming freight you paid. We shall not be responsible for installation costs. (You shall be responsible for all customs and brokerage fees for all international transactions.)

If the component does not prove to be defective, you shall be liable for all freight, inspection, and handling costs. In no event will any claim for labor or incidental or consequential damages be allowed for removing or replacing a defective product. Warranty will be denied on any component which has been subject to misuse, abuse, accidents, or alterations, or to improper or negligent use, maintenance, storage, transportation, and handling.

Our liability under this warranty, or for any loss or damage to the components whether the claim is based on contract or negligence, shall not, in any case, exceed the purchase price of the components and upon the expiration of the warranty period, all such liability shall terminate. The foregoing shall constitute your exclusive remedy and our exclusive liability.

The terms of this warranty do not in any way extend to any product which was not manufactured by us or one of our affiliates.

While necessary maintenance or repairs on your CapstanAG product can be performed by any company, we recommend that you use only authorized CapstanAG dealers. Improper or incorrectly performed maintenance or repair voids this warranty.

The foregoing warranty is exclusive and is in lieu of all other warranties expressed or implied. We shall not be liable for any incidental or consequential damages resulting from any breach of warranty.

Your exclusive remedy for breach of warranty shall be repair or replacement of defective component(s): Provided, if the component(s) are incapable of being repaired or replaced, your exclusive remedy shall be credit issued, but such credit shall not exceed the purchase price of the components.

On any claim of any kind, including negligence, our liability for any loss or damage arising out of, or from the design, manufacture, sale, delivery, resale, installation, technical direction of installation, inspection, repair, operation of use of any products shall in no case exceed the purchase price allocable to the components.

In no event, whether as a result of breach of contract or warranty or alleged negligence, shall we be liable for incidental or consequential damages, including, but not limited to: personal injury, loss of profits or revenue, loss of use of equipment or any associated equipment, cost of capital, cost of substitute equipment, facilities or services, downtime costs, environmental damage, crop losses, or claims of customers of you for such damages.

## What is the period of coverage?

We warrant to you that our products are free from defects in material and workmanship in normal use and service for a period of one year from the date of purchase.

## How do you get service?

Our obligation under this warranty shall be limited to the repairing or replacing at our option, the component which our inspection discloses to be defective, free of charge, return freight paid by us, provided you: (i) Notify us of defect within thirty (30) days of failure; (ii) Return the defective component to us, freight prepaid; (iii) Complete the Owner Registration Form and returned it to us; and (iv) Establish that the product has been properly installed, maintained and

operated in accordance with our instructions or instructions contained in our operations or maintenance manuals and within the limits of normal usage.

Any claim for breach of our warranty must be in writing addressed to us and must set forth the alleged defect in sufficient detail to permit its easy identification by us. All breach of warranty claims must be made within thirty (30) days after the expiration of the warranty period, which is applicable to the defective product. Any breach of warranty claim not timely made will not be honored by us and will be of no force and effect. Any component that needs to be repaired or evaluated for warranty has to be authorized before return. Contact the factory (785-232-4477) to get a Return Materials Authorization (RMA #). This helps to track the part coming into the factory for repair or replacement.

Before returning any component to the factory, clean the component as well as possible to remove any dirt or chemical residue. Components received at the factory that are not clean will be returned and the warranty denied.

After receiving your RMA #, package the part, making sure to include the RMA #, customer's name, your address and phone number, and description of problems or failure. If the component(s) are not returned to the shipping address below within the thirty (30) day period, no credit will be issued for the part(s). Ship to:

Capstan Ag Systems, Inc.

Attn: Warranty/Repair

4225 SW Kirklawn Ave.

Topeka, KS 66609

Phone: (785) 232-4477 | Fax: (785) 232-7799

Hours: 8 am to 4:30 pm CST

Once we receive the package, we have thirty (30) days to process the warranty claim. If the warranty claim is still open after thirty (30) days, the warranty will be accepted, and credit issued.

### **How does state law relate to this Limited Warranty?**

Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.<sup>1</sup>

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<sup>1</sup> Rev. Date 11/02/2021