

Limited Warranty and Conditions of Sale WYLIE Manufacturing Co. Lubbock, Texas USA

Acceptance and/or use of this catalogue signifies the recipient has knowledge of the following terms.

This is a limited warranty. It covers products manufactured by WYLIE Mfg. Co. The Warrantor is **WYLIE Mfg. Co., 702 E. 40th St., Lubbock, Texas 79404 USA**. The duration of the warranty for WYLIE manufactured equipment and products (excluding polyethylene tanks) is for **one year from date of delivery to the carrier**. The Warrantor warrants to the Buyer that the product(s) sold hereunder are free from defects to material and workmanship, under normal use and service, in the hands of the original Buyer.

If goods are defective and notice requirements are met (see below **CLAIMS**), the defective goods will be replaced with identical goods. If identical goods are not available, the Buyer may elect to receive a refund of the purchase price for the defective goods, or the Buyer may order similar goods. **The damage for defective goods shall not exceed the purchase price of the defective goods. No allowance shall be made for labor or expense of repairing goods without prior approval in writing by the Warrantor.** The Buyer's remedy under this warranty does not include incidental or consequential damages.

For products not manufactured by the Warrantor, the Warrantor warrants these products to the extent of the warranties of their respective manufacturers. **There are no warranties which extend beyond this limited warranty, including the implied warranty of merchantability.** Dealers or representatives shall not make any representation in regard to particular goods except as authorized by the Warrantor through a written warranty accompanying those particular goods.

Claims. No claims for shortages will be allowed unless the same are made in writing within **ten days of receipt of goods**. All materials shipped by the Warrantor have been carefully examined, counted and packaged. The bill of lading indicates that the material shipped is the Buyer's property and is an acknowledgment by the transportation company of receipt of the materials in good condition. **The Buyer must examine the shipment carefully before signing the freight bill. If any damage is noted, or the number of pieces received does not agree with the bill of lading, do not accept shipment without shortage or damage noted on the freight bill by the carrier's agent.** Failure to note damage may jeopardize your claim. If any concealed damage or shortage is discovered when unpacking, leave the materials and packing undisturbed and notify agent or carrier to inspect. Consult carrier for disposition of damaged articles. **The Buyer shall make the claim promptly.**

Sales Tax. The Warrantor is required to charge applicable state and local taxes on every item for which a **SALES TAX EXEMPTION CERTIFICATE** has not been provided.

New Accounts. Buyers desiring to open a new account must provide the Warrantor's Credit Department with a completed **application for credit** and a states sales tax exemption certificate. Forms may be obtained through the Warrantor's main office or any WYLIE Spray Center.

Prices and designs of WYLIE equipment are subject to change without notice.

PRICES ARE F.O.B. SHIPPING POINT UNLESS OTHERWISE ARRANGED.

Returns. No merchandise may be returned without prior authorization of the Warrantor. All returns must have a **Return Authorization Number** clearly indicated on the package and must be clearly visible on the packing slip. The original sales order or invoice number must accompany all returns. You may obtain a return authorization number by telephoning the WYLIE office from which the merchandise was shipped. Failure to adhere to this procedure will result in refusal of the returned shipment. **All returns are subject to approval and a 15% restock charge.** WYLIE is under no obligation to accept returned merchandise except in the case of mistakes in shipping or defective merchandise. Authorized returns must be prepaid and in same condition as time of delivery to customer. **All claims must be made within ten (10) days from date of shipment.**

SPECIAL ORDER, CLOSE-OUT, or DISCONTINUED merchandise may not be returned.

Terms. Terms are for cash unless otherwise agreed. Approved credit 5% ten (10) days, net 30. Accounts due and payable at Lubbock, Lubbock County, Texas, USA no later than 30 days from date of invoice. **Any credit account past-due 30 or more days will be placed on COD until payment in full is made.**

Minimum charge: \$10.00

DISCLAIMER OF WARRANTY IN CASE OF IMPROPER USE OF EQUIPMENT

WYLIE Mfg. Co. and its divisions, "WYLIE Spray Centers," in each location, requires as a condition of sale and coverage by its LIMITED WARRANTY that all equipment sold by it be used in accordance with the instructions and specifications of the Warrantor. This requirement is in addition to the LIMITED WARRANTY.

Polyethylene and fiberglass tanks. These tanks are warranted for the storage and transport of water, herbicide solutions (on farm), liquid fertilizer, and liquid feed. Such tanks should not be used for the storage of any bulk herbicide (undiluted). Any such use will render this warranty void.

In addition, the Warrantor makes no warranty with regard to bulkhead tank fittings used in connection with tanks containing bulk herbicides and the use of any such fitting sold by the Warrantor of any WYLIE dealer in connection with tanks containing bulk herbicides is improper.

Chemical incompatibility. The Warrantor does not make any recommendations or warranties regarding chemical compatibility. WYLIE shall not be liable for any damages due to chemical incompatibility, and any buyer or user should rely solely on written information furnished by the chemical manufacturer regarding chemical compatibility.

No employee of WYLIE Mfg. Co., or its representatives, agents or dealers, is authorized to vary the terms of this limited warranty and conditions of sale.