

Warranty Program

20-Year Coverage

On Gutter Cleaner Chain



May 12, 2004

We are extremely confident of our chain's durability and quality. In fact, we are so confident, that based upon our 55-year history we are extending our warranty. We are adding an additional 15-year prorated warranty to the existing 5-year full warranty making a total warranty period of 20 years.

GRAETZ TWELVE-MONTH / 90-DAY LIMITED WARRANTY

Graetz equipment purchased and registered is warranted for a period of one year from date of sale for agricultural installations and 90 days from date of sale for industrial installations to be free of defects in material and workmanship under normal use and service. If any Graetz product shall be shown to Graetz's satisfaction to be defective, Graetz shall have the option to credit the purchase price of such product or to repair or replace such product. Such credit, repair or replacement shall be Graetz's sole obligation and buyer's exclusive remedy hereunder and shall be conditioned upon Graetz's timely receipt of written notice of any alleged defect and, at Graetz's option, return of such product to Graetz, F.O.B. Pound, Wisconsin. Graetz shall not be responsible for labor charges in connection with warranty service.

GRAETZ WARRANTY ON GUTTER CLEANER CHAIN PURCHASED AND REGISTERED AFTER May 12, 2004

1. Dairy and Beef Installations

In conjunction with the 12-month warranty previously described, Graetz gutter cleaner chain carries a **20-year** prorated warranty against premature wear, subject to the limitations itemized below.

2. Hog and Poultry Installations

In conjunction with the 12-month warranty described above, Graetz gutter cleaner chain carries a **7-year** prorated warranty against premature wear, subject to the limitations itemized below.

3. For the purpose of this warranty, premature wear shall be defined to mean any installation of Graetz Model 400 or Model XH-400 gutter cleaner chain experiencing recurrent chain breakage and where the length of any 10 interconnected links exceeds 63 inches or 64 inches, respectively.



WARRANTY PRORATION SCHEDULE AND PAYMENT

1. Graetz gutter cleaner chain installed in dairy and beef operations is **100% Warranty for first 5 full years**. This is only on original purchase price of chain.
In conjunction with the 5-year warranty described above Graetz chain carries an additional 15-year prorated warranty against premature chain wear. Equaling a total of **20-year warranty** coverage on all chain providing all limitations listed under limitation heading are complied with.
2. Graetz gutter cleaner chain installed in hog and poultry operations is prorated at **100% Warranty for the first 2 full years** and an additional 5-year prorated warranty against premature chain wear. Equaling a total of **7-year** warranty coverage on all chain providing all limitations listed under limitation heading are complied with.

LIMITATIONS

The warranty on Graetz gutter cleaner chain does not apply to the following types of installations and/or applications:

- Chain damage resulting from damaged, abused, worn, improperly maintained or serviced chain contact points including final drive sprockets, return corner shoes, hold down shoes and corner wheels.
- Damaged, abused or improperly serviced or maintained gutter cleaner chain or machines.
- Model 400 gutter cleaner chain in installations of a total chain length exceeding 400 feet.
- Model XH-400 gutter cleaner chain in installations of a total chain length exceeding 500 feet.
- Industrial use.
- Installations which require operating time exceeding one hour per day.
- Installations which require the use of a loaded reverse curve.
- Installations in which abrasive bedding such as sand or crushed rock are used.
- Bent flites.



THE WARRANTIES HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES (EXCEPT OF TITLE), EXPRESSED OR IMPLIED, AND GRAETZ EXPRESSLY DISCLAIMS AND EXCLUDES ANY IMPLIED WARRANTY OF MERCHANTABILITY OR IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. Graetz shall have the option to credit the purchase price of such product or to repair or replace such product. This exclusive remedy shall not be deemed to have failed of its essential purpose so long as Graetz is willing and able to repair or replace defective products, or credit the purchase price within 90 days of the date which Graetz determines that such products are defective. Any suggestions by Graetz or Graetz's agents regarding use, application or suitability of the products shall not be construed as an express warranty unless confirmed to be such in writing by an officer of Graetz . No other representative of Graetz has authority to modify this warranty in any respect. All Graetz warranties apply only to parts and machines properly installed by a Graetz authorized distributor using all genuine Graetz parts.

EXCLUSION OF CONSEQUENTIAL DAMAGES AND DISCLAIMER OF LIABILITY. Graetz's liability with respect to products sold hereunder shall be limited as provided above, and, with respect to other performance, shall be limited to the contract price of that portion of the goods on which such liability is based. Graetz shall not be responsible for labor charges in connection with warranty service. **GRAETZ SHALL NOT BE SUBJECT TO ANY OTHER OBLIGATIONS OR LIABILITIES WHATSOEVER, WHETHER BASED ON CONTRACT, TORT OR OTHER THEORIES OF LAW, WITH RESPECT TO GOODS OR SERVICES FURNISHED BY IT, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATING THERETO.** Without limiting the generality of the foregoing, Graetz expressly disclaims any liability for property or personal injury damages, penalties, special or punitive damages, damages for lost profits, goodwill or earning loss of use of equipment, cost of capital, cost of substitute products, facilities or services, shutdowns, slowdowns, or for other types of economic loss and for claims of buyer's customers or any third party for such damages. **GRAETZ SPECIFICALLY DISCLAIMS ALL CONSEQUENTIAL, INCIDENTAL AND CONTINGENT DAMAGES WHATSOEVER, EVEN IF THE PARTY SHALL HAVE BEEN ADVISED OF THE SAME.**



TO QUALIFY FOR A WARRANTY CLAIM

1. Contact Graetz Mfg., Inc.
2. Warranty form must have been received at Graetz Mfg., Inc. no later than 30 calendar days after Purchase date. (an original copy of your dated and signed purchase receipt mailed to Graetz Mfg is recommended)
3. If gutter cleaner chain was a installed with a new gutter cleaner, the gutter cleaner chain must have been registered with Graetz Mfg., Inc.
4. If the gutter cleaner chain was replacement chain in a pre-existing installation, then a copy of the customer invoice must be returned which indicates that a new Graetz final drive sprocket, return corner shoe, hold down shoe, and corner wheels with axles were also installed at the same time as was the gutter cleaner chain.
5. The entire chain must be returned to Graetz Mfg., Inc., F.O.B. Pound, Wisconsin.



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GRAETZ MFG, INC.

We Let Our History Speak For Itself