

## PRIMERUS PRODUCTS LIMITED WARRANTY

Primerus Products, LLC ("Primerus") warrants that its manufactured products ("Products") will be free from defects in materials and workmanship for a period of thirty-six (36) months from the date of shipment to the Customer by an Authorized Dealer. The Products specifically include

- Above Ground SPOT-SPITTER
- SPOT-SPITTER Downspray ("DS")
- SPOT-SPITTER Short
- SPOT-SPITTER Tall
- .125" Hole Punch
- .125" and .170" ID Polyethylene Tubing
- Polyethylene tubing of custom diameters and/or lengths
- All other products manufactured and sold by Primerus

Primerus will repair or replace part or all of a defective Product, or refund part or all of the purchase price of the Product under the terms and conditions of herein. **Primerus' obligations under this Warranty are expressly limited to repair, replacement or refund of the defective product.**

Claims must be made within fifteen (15) days of the time the defect becomes apparent by contacting Primerus or an Authorized Dealer and providing 1) a description of the alleged defect, 2) the quantity of Product affected and 3) a purchase receipt. At Primerus' request, Customer will provide a sample of the alleged defective product and/or grant access to Primerus to inspect the Product on site.

The following items are excluded from warranty coverage:

1. Misuse of Products or use of Products beyond design specifications including, but not limited to, use in applications other than agricultural, horticultural or landscape irrigation;
2. Labor or other costs associated with installation and/or removal of defective or non-defective Products;
3. Damage caused by normal wear;
4. Damage caused by acts of nature, accidents or other causes beyond the control of Primerus.

**THE WARRANTIES EXPRESSED HEREIN ARE THE ENTIRE WARRANTIES OF PRIMERUS FOR THE PRODUCTS AND ARE IN LIEU OF ANY OTHER WARRANTIES, EXPRESSED OR IMPLIED, ORAL OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO AGENT, REPRESENTATIVE, DEALER, DISTRIBUTOR OR OTHER PARTY IS AUTHORIZED TO CHANGE, MODIFY OR EXTEND THE TERMS OF THIS WARRANTY OR MAKE ANY REPRESENTATION OR WARRANTY NOT CONTAINED HEREIN. PRIMERUS SHALL IN NO EVENT BE LIABLE FOR PERSONAL INJURY OR PROPERTY DAMAGE, INCLUDING BUT NOT LIMITED TO CROP DAMAGE, HOWEVER ARISING AND ASSUMES NO LIABILITY FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGE OF ANY TYPE RESULTING FROM THE USE OF ITS PRODUCTS, WHETHER OR NOT FORSEEABLE. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, PRIMERUS' ENTIRE LIABILITY FOR THE PRODUCTS REGARDLESS OF THE FORM OF ACTION SHALL IN NO EVENT EXCEED THE TOTAL AMOUNT PAID TO PRIMERUS FOR THE SPECIFIC PRODUCT GIVING RISE TO THE CLAIM.**