

WARRANTY

RED E, LLC LIMITED WARRANTY FOR NEW PRODUCTS

1. **General Provisions:** This Warranty shall apply to the original purchaser of (1) any new and unused machine manufactured by RED E, LLC ("RED E"), and (2) any new and unused part which is manufactured by RED E for use in a RED E machine, jointly referred to as "Products," whether such Product is purchased through a dealer or directly from RED E. Under this Warranty, RED E will repair or replace, as it chooses in its sole discretion, any covered Product, or any component thereof, which RED E determines to be defective. This Warranty shall be in effect for a period of twelve (12) months ("the Warranty Period"), beginning on the date of delivery of the covered machine or part (select products carry additional warranties) by the dealer or RED E to the purchaser ("the Warranty Start Date"). The purchaser must pay the cost of transportation of a Product to be repaired or replaced to and from an authorized RED E dealer, or Red E's location. This Warranty may not be transferred from the original purchaser of a Product to any other person. This Warranty does not give a purchaser the right to any relief other than repair or replacement of the Product, and it specifically does not allow for consequential or incidental damages, exemplary or punitive damages, or costs and fees.
2. **Scope and Limitations of Warranty:** With respect to machines, this Warranty is void if any part not supplied by RED E is used in assembly or repair of the machine, or if the machine has been altered, abused or neglected, as determined by RED E. With respect to parts, this Warranty is void if the part is used in any manner other than that for which it is intended. This Warranty does not extend in any way to tires, IAS systems, and any other component of a Product warranted by another manufacturer, a copy of which warranty is provided herewith ("Third-Party Warranties"). In the event RED E determines that a Product is not defective, or that any other provision of this Paragraph 2 operates to limit the Warranty, this Warranty shall not apply and the purchaser shall be responsible for transporting the Product from the authorized RED E dealer's location, or Red E's location, within 10 days of notice by RED E.
3. **Procedures for Obtaining Service:** Limitation of warranty to cover parts only, not service, when only parts are purchased. Warranty covers parts and labor when Red E LLC performs the labor, in which case the following applies: to secure Warranty service, a purchaser must (1) report the defect to an authorized dealer and request repair within 45 days of the failure and within the Warranty Period; (2) present evidence that this Warranty applies to the Product; (3) present evidence of the Warranty Start Date; and (4) bring the Product to an authorized RED E dealer within a reasonable period of time after reporting the defect.
4. **LIMITATION OF IMPLIED WARRANTIES AND OTHER REMEDIES:** To the extent allowed by law, neither RED E, its dealers, nor any company affiliated with RED E makes any warranties, representations, or promises as to the quality, performance, or freedom from defect of any Product covered by this Warranty.

RED E HEREBY WAIVES, TO THE EXTENT APPLICABLE, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. A PURCHASER'S ONLY REMEDIES IN CONNECTION WITH THIS WARRANTY ARE THOSE SET FORTH ON THIS PAGE. IN NO EVENT WILL RED E, ITS DEALERS, OR ANY COMPANY AFFILIATED WITH RED E BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES.

Some states do not allow waivers of certain warranties, so the above waivers may not apply to you. You may also have other rights which vary from state to state.

5. **No Dealer Warranty:** This is the exclusive warranty applicable to RED E Products. No dealer has any authority to make any other warranty, modify, limit, or expand the terms of this Warranty in any fashion, or make any representation or promise on behalf of RED E.
6. **Dispute Resolution:** Any controversy or claim arising out of or relating to this Warranty must be settled by arbitration in Fargo, North Dakota, at a time and location designated by the arbitrator, but not exceeding 30 days after a demand for arbitration has been made, and may be conducted by electronic, video, or other technical means. Arbitration will be conducted by the American Arbitration Association in accordance with its Rules of Commercial Arbitration, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrator will have the authority to order RED E to undertake a repair or replace any Product, at its election, if the arbitrator finds that this Warranty requires RED E to do so. The arbitrator will not have the authority to impose any other remedy against RED E, including without limitation consequential or incidental damages, exemplary or punitive damages, or costs and fees.

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