



BUTTERFLY
C O N C E P T S

Warranty

(Effective 1 June 2008)

Butterfly Concepts LLC (“Butterfly Concepts”) warrants to the original purchaser of Butterfly Concepts products (“Products”) that for one (1) year from the date of purchase the Products shall be free from defects in materials and workmanship. The sole remedy available to Purchaser shall be the repair or replacement (at Butterfly Concepts’ sole option) of defective Products excluding labor. All replacement and/or repair parts shall be shipped ExWorks Middlebury, Indiana U.S.A or Hsinchu Hsien, 304 Taiwan. This warranty excludes liability for defects in or damage to the Products (both internal and external) caused, directly or indirectly, by misuse (which includes any use or application not specified in Butterfly Concepts’ guidelines or recommendations), neglect, negligence, alteration, accident, corrosive chemicals, unsuitable feed, acts of nature, or failure to (a) follow installation instructions, (b) operating instructions or (c) properly maintain the Products. Replacement parts are only warranted for the remainder of the warranty period for the original part. All replaced Products shall become Butterfly Concepts property. Butterfly Concepts does not warrant nor determine warranty of any item that is manufactured by others such as feed tube, feed auger, motors, gear boxes, switches, winches, etc. Such items are warranted separately by the manufacturer, if at all.

Butterfly Concepts makes no other representations or warranties of any kind except as expressly stated herein. Butterfly Concepts disclaims any and all implied warranties including the warranty of merchantability and the warranty of suitability for a particular purpose. To the fullest extent permitted by applicable law, Butterfly Concepts shall not be liable to purchaser for any consequential, incidental, exemplary, punitive, special, or indirect damages. Butterfly Concepts shall not be liable for any damages that are based on negligence, breach of warranty or strict liability. Except as expressly provided herein, Butterfly Concepts’ liability hereunder shall in no event exceed the purchase price of the defective products. Some countries or regional entities do not allow exclusion or limitation of incidental or consequential damages, so the above exclusion or limitation may not apply to you.

No person including any dealer, distributor, agent, or representative of Butterfly Concepts is authorized to make any representation or warranty concerning Butterfly Concepts products other than as contained herein. Butterfly Concepts reserves the right to change models, make changes to the Products and specifications at any time without notice or obligation.