

## **Limited Warranty**

Subject to the terms and conditions of this limited warranty (this "Warranty"), Revolution Company, LLC ("Revolution") issues a limited replacement warranty that the folded silage bag (hereafter referred to as the "Bag"), sold and properly used in accordance with the enclosed instructions, as containers of forages, will not fail due to a defect in material or workmanship when delivered by Revolution for the warranty period of 18 months from the date of purchase (the "Warranty Period") as evidenced by an invoice issued by Revolution to the party claiming the warranty. If damage occurs to the Bag when used during the Warranty Period, Revolution will, based on its judgement, repair or replace the Bag without any cost of the end-user, which repair or replacement will be the sole responsibility of Revolution and its affiliates. Any and all claims for defects must be made within thirty (30) days from when the defect is discovered or reasonably should have been discovered. Revolution will only address claims for bag issues and failures due to defective workmanship or material. This limited replacement warranty will not apply to bag failure due to any other reasons or causes. Revolution will not be responsible for any damage resulting from errors or omissions made by third parties, including its distributors and sales agents, the transport company or the end-user.

THIS WARRANTY IS THE SOLE WARRANTY MADE BY REVOLUTION IN CONNECTION WITH THE BAG AND ALL OTHER WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER REPRESENTATIONS, WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE ARE DISCLAIMED. BY ACCEPTING THE DELIVERY OF THE BAG, THE CUSTOMER ACCEPTS THIS LIMITED WARRANTY. REVOLUTION'S ONLY OBLIGATION TO THE DIRECT PURCHASER OF THE BAG IS TO REPAIR OR REPLACE THE BAG DETERMINED BY REVOLUTION TO BE DEFECTIVE AND SUBJECT TO THE TERMS OF THIS WARRANTY. THE CUSTOMER ASSUMES ALL OTHER RISK AND LIABILITY IN CONNECTION WITH USE OF THE BAG, INCLUDING THE SUITABILITY OF THE BAG FOR THE CUSTOMER'S INTENDED USE. REVOLUTION SHALL NOT BE LIABLE FOR ANY OTHER DAMAGES OR CLAIMS AND IN NO EVENT IS REVOLUTION LIABLE UNDER ANY CIRCUMSTANCES FOR CONSEQUENTIAL, PUNITIVE, INCIDENTAL, SPECIAL OR OTHER DAMAGES OR ECONOMIC LOSS OR LOST PROFIT.

**Submitting Defective Claims.** The customer will activate this Warranty by sending to Revolution, distributors or authorized sales agents the defective claim form. The following items must accompany the defective claim notice for the Warranty to be effective:

- Photographs showing the breakage point which identifies clearly the defective product area, the total size of the bag, a ruler marking the length of the stretch mark of the affected area, and the brand-name of the Bag on it
- Samples of the bag section where the damage exists
- Copy of the invoice associated with the Bag sale
- Serial number (reported on each box)

Warranty Limitations. The warranty will only be valid under the conditions which are below indicated:

- Bag must not have been filled and used previously
- Revolution will not be responsible for improper use of the Bag, the Bag must be used for sealed grain and forage storage only in strict conformance with the enclosed instructions as indicated on the bag print
- Bag must have been purchased directly from Revolution or one of its authorized sales agents
- Bags that have not exceeded maximum allowable stretch (as indicated on the bag print)



The following list serves as examples of warranty exclusions and is not to be deemed as a comprehensive list of all potential warranty exclusions:

- Physical damage or failure caused by abnormal weather-related conditions, including without limitation in storage or transportation
- Damage or failure caused by any alterations and/or modifications made by anyone other than Revolution, as manufacturer of the Bag
- Damage due to fire, storms, or floods
- Any damage or failure caused by vandalism and/or animals
- Degradation or failure caused by contact with chemicals
- Use of the Bag other than for approved uses as strictly set forth on the instructions