

LIMITED WARRANTY

PRECAST CONCRETE SLAT LIMITED WARRANTY

What is Covered: Hog Slat, Inc. warrants to the original purchaser (“Purchaser”) of its precast concrete products when used as hog equipment (the “Product”), subject to the exclusions and limitations set forth herein, the Product shall be free from defects in material or workmanship resulting in Product failure for a period of 10 years from the original date of purchase in accordance with the detailed terms set out below.

Remedy: In the event a Product is determined to have failed as a result of a defect in material or workmanship, Hog Slat, Inc. will, at its sole option, either repair the Product or deliver a replacement Product (“Replacement Product”) to the Purchaser in accordance with the below pro-ration schedule based on the time from the purchase date:

During the first five years from the date of purchase of the Product, Hog Slat, Inc. will at its sole option either repair the Product at no cost to the Purchaser, or deliver a Replacement Product at no cost to the Purchaser, inclusive of the cost of shipping;

During the remaining five years of the warranty, Hog Slat, Inc. will at its sole option either repair the Product for the Purchaser or deliver a Replacement Product to the Purchaser on a pro rata basis (This means you will be responsible for paying a portion of the cost) at the following reduced costs off the then current actual cost of repair or list price of the Replacement Product, with the Purchaser to pay the cost of shipping.

Year 6	50% off repair cost or list price
Year 7	40% off repair cost or list price
Year 8	30% off repair cost or list price
Year 9	20% off repair cost or list price
Year 10	10% off repair cost or list price

After ten (10) years the warranty does not apply.

What is Not Covered/Exclusions: This warranty shall not apply if the defect or failure is a result of any of following factors or situations:

The Product has not been installed in accordance with Hog Slat, Inc.’s instructions and specifications.

The Product is used for a purpose other than as hog equipment. In the event the Product is used for any other purpose, the product is sold “AS IS” and there are no warranties.

Structural defects exist in the foundation, walls or footings of the building or structure in or to which the Product is attached or installed.

Damage to the building or structure in or to which the Product is attached or installed results in damage to the Product, damage to the Product occurs during initial or subsequent installation or construction of a connected or associated building or structure, or damage to the Product is caused by natural disasters such as lightning, floods, hurricanes, earthquakes, tornadoes, fire, or any other act of God.

The Product is used with wet dry feeders without the initial use and thereafter maintenance of protective preventative measures to protect the Product from deterioration caused by the feed and water.

The Product is exposed to fire, or excessively exposed to water, heat or chemical treatments that deteriorate the Product.

Driving or otherwise using heavy machinery or equipment on the Product.

Damage resulting from accident, misuse or abuse, or lack of reasonable care.

Failure to perform routine maintenance according to the Product manual.

Limitations:

Hog Slat, Inc. is not responsible for installation of Replacement Products. Its sole obligation in the event it elects to deliver a Replacement Product is to deliver the Replacement Product to the Purchaser at the site at which the Product claimed to be defective is or was in use.

Hog Slat, Inc. is not responsible to refund the purchase price of the Product or any pro-rata portion of the purchase price.

Hog Slat, Inc. shall not be liable for any consequential or special damages related to the Product or Product failure, including, but not limited to, loss of time or use, inconvenience, animal performance, or any personal or economic injury.

Hog Slat, Inc. shall not be liable for the repair or replacement of the Product where the failure or defect is the result of damage to any building or structure of which the Product is a part, or damage to any property, real or personal, to which the Product is connected, associated with or used in conjunction with.

Small cracks in concrete result from normal expansion and contraction and are not considered a defect or failure, and are not covered by this warranty.

Who is Covered: The warranty is limited to original Purchaser of the Product and is not transferable to subsequent users of the Product.

Your Obligations/How to make a Claim: This warranty is expressly conditioned on the Purchaser giving written notice to Hog Slat, Inc., of any claim of a defect covered by the warranty within sixty (60) days of the first visible evidence of a defect or failure and maintaining the Product in a safe and secure condition so that the Product may be timely inspected by Hog Slat, Inc. to make a determination whether the product has failed and is defective and whether the warranty applies. All notices shall be sent by certified mail return receipt requested to “Claims – Hog Slat, Inc. P.O. Box 300 Newton Grove, NC 28366” and shall include a copy of the purchase invoice, a statement of the nature of the failure, the location of the Product, and the contact information for the Purchaser. Upon receipt of the notification Hog Slat, Inc. will make such investigation as it deems appropriate, and as a part of the same Purchaser shall cooperate and make both the Product and site of the Product available for inspection. Hog Slat, Inc. will thereafter make a determination whether the Product has failed due to a defect in material or workmanship that is covered and not excluded by this warranty and notify to Purchaser of that determination as well as the pro-rata cost of the repair or replacement, if any. In the event Hog Slat, Inc., determines that a failure has occurred due to a defect in material or workmanship that is covered by this warranty, the Purchaser shall cooperate with Hog Slat, Inc. in allowing reasonable access to the Product or Product site, and after the initial five years of the warranty, make payment of the pro-rata cost of the repair or pro-rata price of the Replacement Product and costs of shipping, prior to Hog Slat, Inc. making the repair or delivering the Replacement Product. In the event Hog Slat, Inc. determines that the Product has not failed due to a defect in material or workmanship and that the warranty does not apply, Purchaser shall have the right to challenge this decision by filing a demand for arbitration within sixty (60) days of receipt of Hog Slat, Inc.’s decision in accordance with the terms of this warranty set out below.

Arbitration: Any claim or dispute relating to this warranty shall be resolved through final and binding Arbitration to be administrated by the American Arbitration Association (“AAA”). All Mediations and Arbitrations shall be governed by AAA’s Rules and Procedures and the fee schedule in effect at the time such claim is filed. Any award of the Arbitrator is final and binding, and may be entered as a judgment in any court having jurisdiction. In the event any portion of this warranty is finally determined unenforceable, that portion shall not be effective and the remainder of the warranty shall remain effective. This provision shall be governed by and interpreted under the Federal Arbitration Act, 9 U.S.C. §1-16.

THE FOREGOING LIMITED WARRANTY IS HOG SLAT, INC.’S SOLE AND EXCLUSIVE WARRANTY FOR THE PRODUCT AND IS EXPRESSLY GIVEN IN LIEU OF ANY AND ALL OTHER WARRANTIES EXPRESSS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ANY WARRANTY ARISING FROM PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE AND THERE ARE NO WARANTIES EXTENDED BEYOND THOSE DESCRIBED ON THE FACE HEREOF.

This Warranty is governed by the laws of North Carolina.