

THIS WARRANTY SUBJECT TO ARBITRATION

LIMITED REPLACEMENT WARRANTY UP NORTH BUNKER COVERS

This Limited Replacement Warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

Section 1 -Limited Replacement Warranty Coverage

Up North Plastics Inc. ("Up North") issues a Limited Replacement Warranty that Up North Bunker Covers ("Cover") sold and properly used, as forage covers, will not fail due to manufacturer defect for one year, beginning on the date of delivery to the original purchaser. If it does, Up North will provide a replacement Cover at no charge.

Section 2 -Limits of Limited Replacement Warranty

- I. The Limited Replacement Warranty shall only apply to the Cover if it is used only for the covering of forage material and shall only apply to the original purchaser of the Cover.
- II. 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.
- III. Up North will only honor claims for Cover failures due to manufacturer defect. This Limited Replacement Warranty does not extend to Cover failure due to any other causes.
- IV. The sole responsibility of Up North, and its related entities, officers, affiliates, shareholders, agents, assigns and/ or successors for Cover failure due to manufacturer defect is to provide a replacement Cover. Up North, and its related entities, officers, affiliates, shareholders, agents, assigns and/ or successors is not responsible for any other losses than those described herein, including without limitation any incidental or consequential damages. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation may not apply to you.

Section 3 -Binding Arbitration

By use of this product it is agreed that any controversy or claim arising out of or relating to said use shall be decided by binding arbitration in accordance with the United States Arbitration Act (Title 9, U.S. Code) in Cottage Grove, Minnesota. This is a waiver of your right to a judge and jury, and to bring any claims arising out of or related to Up North Bunker Covers in state or federal court. The arbitration shall be conducted by a mutually agreeable arbitrator. If the parties are unable to agree upon an arbitrator, then each party shall pick an individual qualified to serve as an arbitrator and those two individuals shall then appoint a third arbitrator. Discovery shall be limited to one deposition and one set of twenty-five interrogatories per party. The arbitrator's award shall be final and may be confirmed by the judgment of a state or federal court of competent jurisdiction. The arbitrator(s) shall have no power or authority to award exemplary or punitive damages, or to alter, amend, or supplement any term, condition, or provision of this agreement. The parties consent to jurisdiction and venue in competent state and federal courts in Minnesota. Each party shall bear its own attorney's fees, regardless of the outcome of the arbitration. All costs of arbitration, including but not limited to filing fees, arbitrator(s) fees, and stenographer fees, shall be shared equally by the parties. Should any clause or portion of this Section be found to be illegal, invalid, or unenforceable, the portions or clauses not found illegal, invalid, or unenforceable shall remain enforceable.

Section 4 -Replacement Warranty Disclaimer

The Limited Replacement Warranty herein is given in lieu of all other possible warranties, either expressed or implied, including the implied warranty of merchantability and the warranty of fitness for a particular purpose, and by accepting delivery and using the material purchased Customer accepts this warranty as its **sole warranty**. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

Section 5 -Severability

If any provision of this Limited Replacement Warranty shall be found to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable and the remaining provisions shall remain in full force and effect. Any provision of this Limited Replacement Warranty held illegal, invalid, or unenforceable shall remain in full force and effect to the extent not so held. In lieu of the provision held illegal, invalid, or unenforceable, there shall be automatically added as part of this Limited Replacement Warranty a provision as similar in its terms to such invalid provision as may be possible and may be legal, valid, and enforceable.