

LIMITED REPLACEMENT WARRANTY UP NORTH BALE WRAP

Section 1 – Limited Replacement Warranty Coverage

Up North Plastics, Inc. issues a limited replacement warranty for Up North Bale Wrap used in accordance with the instructions provided by the bale wrapping equipment manufacturer. This warranty covers failures due to material or workmanship for a period of twelve (12) months beginning on the date of delivery to the original purchaser.

Section 2 – Limits of Limited Replacement Warranty

- a) Any and all claims for defects must be made within thirty (30) days from when the defect is discovered.
- b) Up North Plastics, Inc. will only honor claims for failure due to defective material or workmanship. This limited replacement warranty does not extend to failure due to any other causes.
- c) Up North Plastics, Inc.'s sole responsibility for product failure due to material or workmanship is to replace the defective material. Up North Plastics, Inc. is not responsible for any losses other than those described herein.
- d) Use of any chemically treated twine will void warranty. DO NOT use rodenticide or pesticide treated twine with this product.
- e) Any film found to be stretched beyond 75% of its original length shall not be covered under this warranty. DO NOT stretch film past 75%.

Section 3 – Binding Arbitration

By the purchase and/or use of this product, it is agreed that any controversy arising in relation to said purchase and/or use shall be settled by binding arbitration in accordance with the laws of the State of Minnesota and the rules then in effect with the American Arbitration Association. Both parties agree to waive any claim for punitive damages.

Section 4 – Replacement Warranty Disclaimer

The limited replacement warranty is given in lieu of all other possible warranties, either expressed or implied. By accepting delivery and using the material purchased, buyer accepts this warranty and only this warranty. In no event shall Up North Plastics, Inc. be responsible for any special, indirect, consequential or incidental damages or loss, including, without limitation, loss of profits or revenues, economic losses or loss of use, whether statutory or based on theories of contract or tort. **THERE ARE NO OTHER AGREEMENTS, UNDERSTANDINGS, REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED (INCLUDING AND REGARDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE), NOT SPECIFIED HEREIN.**

Section 5 – Severability

If any one part of this agreement is held to be illegal, invalid, or unenforceable under any law, such provision shall be severable and the remaining provisions shall remain in full force and effect.

Storage: Product should be stored indoors, away from direct sunlight in a horizontal position. Product should not be stored where the temperature may rise above 100°F (38°C). After applying to bales, product may be stored outdoors. Product must be handled with care. Any damage to roll, especially along edges, may contribute to problems while wrapping bales.

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Application: It is recommended that user of this product refer to the instructions provided by the manufacturer of the bale-wrapping machine when using this product. Product can be stretched between 50% to 75% of its original length. It is recommended that at least 4-6 layers of film be applied to bales. Do not use chemically treated twine with this product. **Use of any chemically treated twine will void manufacturers warranty.** When finished wrapping remove any unused film from the wrapping machine and store for future use.