

Orchard Rite Autostart Replacement Warranty

1. What is covered by this warranty

All Altrac hardware comes with a 1-year warranty from date of purchase. If an Altrac controller is installed on an Orchard Rite autostart, Orchard Rite claims the customer forfeits their warranty on that machine's autostart. To alleviate Orchard Rite's punitive measures, Altrac will replace the Orchard Rite warranty and coverage amounts. During the 1-year warranty period, Altrac will replace or repair, at no charge, the Orchard Rite Autostart if that autostart incurs damage that would be covered by the Orchard Rite Warranty. Altrac must be notified in writing of any warranty replacements.

2. What is not covered by this warranty

Altrac does not warrant (a) defects caused by failure to provide a suitable installation environment for the product; (b) damage caused by use of the product for purposes other than those for which it was designed; (c) damage caused by disasters such as fire, flood, and lightning; (d) any other abuse or misuse by the purchaser.

3. Disclaimer of warranty

The foregoing warranties are in lieu of all other warranties, express or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

4. Limitation of remedies

In no event will Altrac be liable for any special, incidental, or consequential damages based on breach of warranty, breach of contract, negligence, strict liability, tort, or any other legal theory. Damages that Altrac will not be responsible for include, but are not limited to: loss of profits, loss of revenue, loss of use of the product or any associated equipment, loss or damage to crops, cost of any substitute equipment, facilities, or services, downtime, the claims of third parties including customer, and injury to property.

5. No other warranties

This statement is intended and understood to be the complete and exclusive warranty with respect to the product that is the subject of this sale and said warranty supersedes all oral or written prior agreements and all other communications between the parties relating to the subject matter of this warranty, including statements made by salespersons. No employee of Altrac or any other party is authorized to make any warranty in addition to those set forth herein.

6. Mandatory Arbitration

All disputes arising under this warranty, including those which may otherwise have been determined in a court of law, shall be submitted to and determined solely through binding arbitration as determined by Altrac.