

Trade Warranty Policy & Disclaimer

BOWSMITH, INC. (BOWSMITH) hereby provides the following limited warranty. Bowsmith warrants that its products will be free from original defects in materials and workmanship for a period of one year from date of original sale. Bowsmith will at its sole discretion (i) repair or (ii) replace free of charge upon return of such products at the customer's expense after return has been authorized in writing by Bowsmith, that portion of any products found to be defective under normal use and service within the warranty period. **The remedies provided for herein shall be the exclusive and sole remedy of any user of Bowsmith products. No additional remedies shall be implied from the express remedies set forth herein. This express warranty is in lieu of any implied warranty of merchantability or of fitness for a particular purpose or other warranty of quality, whether express or implied, except the warranty of title.** Bowsmith cannot and does not assume liability for defective products not manufactured or supplied by it even though such be used in conjunction with products manufactured by Bowsmith. This warranty expressly limits Bowsmith's liability. Bowsmith's liability will be up to but will not exceed the price paid for Bowsmith's products on the invoice by the dealer.

Limitations On and Conditions to Warranty

Bowsmith will not be responsible for incidental or consequential damages arising or resulting from the use of defective products. Without limitation of the foregoing sentence Bowsmith's warranty applies only with respect to damage to Bowsmith products caused by a defect in workmanship or materials and does not apply to loss or damage to anything else. **Bowsmith's liability under this warranty is limited solely to repair or replacement, at Bowsmith's option of defective parts or assemblies. But in no case will Bowsmith's monetary liability exceed the price paid for Bowsmith's products on the invoice by the dealer.** Without limitation, Bowsmith's warranty does not cover the cost of any labor, including, but not limited to labor for installation or removal of Bowsmith product. No agent or representative has authority to waive, alter, or add to the printed provisions of this warranty or to make any representation or warranty not contained herein. Except as specifically set forth in this warranty, Bowsmith does not make any representations or warranties regarding any products sold by Bowsmith.

Bowsmith shall not be responsible for products that have been altered or modified. Bowsmith reserves the right to redesign, alter, or modify its products without incurring any liability from anyone's inventory of such products that may become obsolete. Bowsmith further reserves the right to change its prices at any time without prior notice. Any description of Bowsmith products contained in any specification sheet or other similar material is solely for the purpose of identifying the products and does not constitute a warranty that the product will conform to that description. Bowsmith's warranty is based upon historic farming practices and customary and historic usages of similar products. Changes in farming practices or usages from those historically followed, including, without limitation use of new or different chemical additives or different methods of application of chemical additives may result in product degradation or early failure. Bowsmith does not assume responsibility for any product degradation or failure which is attributable in whole or in part to changes in farming practices or usages from those historically applied to similar products.

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This express warranty is effective only if the claim is made by written notice within the applicable warranty period and postmarked not more than 30 days of the date that customer first discovers the defect or problem. Bowsmith shall have no obligation under this warranty or otherwise for any claim which is not submitted to Bowsmith in a timely manner.

Such notice must be sent to Bowsmith at the following address:

Bowsmith, Inc.
131 Second Street
P.O. Box 428
Exeter, California 93221
Attn: Warranty Claims

Customer must cooperate with Bowsmith in investigating any claim of defect in materials or workmanship or Bowsmith shall have no obligation under this warranty or otherwise. Without limitation of the foregoing sentence, customer shall provide access to fields, system components, design information, maintenance records and chemicals or other compounds distributed through the product or otherwise used in the fields. If Bowsmith or any of its employees or agents shall furnish advice or assistance to a customer with respect to Bowsmith products or otherwise, it shall be without charge to the customer and shall be given and accepted by the customer at the customer's sole risk without any express or implied warranty of any nature. Bowsmith shall not be responsible or liable for any advice or assistance or the results thereof and customer assumes all risk and liability resulting therefrom.

Extended Premium Plus Tubing Warranty

This extended warranty shall apply to all Premium Plus Tubing with a wall thickness of 40 mil (0.040 inch) or greater and heavywall dripperlines with a wall thickness of 40 mil (0.040 inch) or greater manufactured by BOWSMITH, INC. (BOWSMITH) in lieu of Bowsmith's standard product warranty. This extended warranty does not extend to tubing supplied by but not manufactured by Bowsmith. This extended warranty does not extend to any drippers, emitters or other items installed with or in such Premium Plus Tubing, and shall only apply to the tubing component of any Premium Plus Tubing product. All drippers, emitters or other items installed with or in any Premium Plus Tubing shall remain subject to Bowsmith's standard one year product warranty. Bowsmith hereby provides the following limited extended warranty for Premium Plus Tubing only. Bowsmith warrants that its Premium Plus Tubing will be free from original defects in materials and workmanship for a period of seven years (subject to pro-ration as described below) from the date of manufacture of the product as disclosed on product production code stamp.

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During the first year of this extended warranty, Bowsmith will at its sole discretion (i) refund the purchase price (determined as the amount actually paid by the customer for such product but not including shipping charges) for, (ii) repair or (iii) replace free of charge upon return of such products at the customer's expense after return has been authorized in writing by Bowsmith, that portion of any Premium Plus Tubing products found to be defective under normal use and service within the warranty period. After the first year of this extended warranty, the purchaser shall pay a pro-rated share (proration to be calculated on a monthly basis) of the then current purchase price for replacement. **The remedies provided for herein shall be the exclusive and sole remedy of any user of Bowsmith products. No additional remedies shall be implied from the express remedies set forth herein. This express warranty is in lieu of any implied warranty of merchantability or of fitness for a particular purpose or other warranty of quality, whether express or implied, except the warranty of title.** Bowsmith cannot and does not assume liability for defective products not manufactured or supplied by it even though such be used in conjunction with products manufactured by Bowsmith.

8/28/19