



Horizontal Baler Warranty Policy and Procedure

The following Horizontal Baler Warranty is the only warranty made by NEXGEN Baling Systems ("NEXGEN"), a division of Marathon Equipment Company (MECO), with respect to horizontal balers manufactured by NEXGEN. NEXGEN DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

The following models are covered by the Horizontal Baler Warranty: **Stealth, Gemini, Gemini Extreme, Atlas, Atlas ET, Side Eject (SE), Closed End (CE), Tieger Series Auto Ties, Galaxy Series Two Rams**

1.0 Warranty Policy

- 1.1 NEXGEN warrants to customer that each new unit will be free from proven defects in material and workmanship under normal use and service for a period of one year from date of shipment or 2,000 hours of usage, whichever occurs first.
- 1.2 NEXGEN warrants to customer that the body and frame of each new unit will be free from proven defects in material and workmanship under normal use and service for a period of five years from the date of shipment or 10,000 hours of usage, whichever occurs first.
- 1.3 Customer's sole and exclusive remedy under this warranty shall be limited to repair or replacement, at NEXGEN's discretion, of the defective part.
- 1.4 The term "customer" as used in this Warranty Policy and Procedure refers to the original purchaser of a new unit from NEXGEN or from any authorized NEXGEN dealer. This warranty extends only to customer. This warranty may not be assigned without NEXGEN's prior written consent.
- 1.5 NEXGEN shall not be liable for labor or any other cost arising out of the repair or replacement of any part covered by warranty, except as follows: For a period of one year from shipment or 2,000 hours of usage, whichever occurs first, NEXGEN may, at its discretion, reimburse customer for the cost of labor necessary to replace a part covered by this warranty. NEXGEN may also reimburse customer and/or otherwise pay for the shipping of the replacement part, subject to paragraph 3.5 below. To the extent any labor costs are covered by NEXGEN, those costs shall not exceed NEXGEN's Flat Rate Schedule. Travel time, travel expenses such as tolls and mileage, shop supplies and all other costs will not be reimbursed.
- 1.6 This warranty shall not apply to any unit which has been subject to abuse, misuse, misapplication, negligence, alteration, mishandling, improper installation, improper service, improper maintenance, accident, operation beyond its design capabilities, or use with attachments, components, or parts not approved by NEXGEN.
- 1.7 NEXGEN neither assumes nor authorizes anyone to assume for it any other obligation or liability in connection with units covered by this warranty. Any change, amendment, or modification of any of the terms of this warranty must be made in writing and signed by NEXGEN.
- 1.8 This warranty excludes any obligation by NEXGEN for loss of product, down time, container services, or any other damage or cost incurred at any time. IN NO EVENT SHALL NEXGEN BE LIABLE OR RESPONSIBLE FOR HARM TO PROPERTY OR FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, LOST PROFITS, INTERRUPTION OF BUSINESS, OTHER ECONOMIC LOSS, OR ANY OTHER DAMAGES WHATSOEVER IN CONNECTION WITH THE WARRANTY SET FORTH ABOVE OR IMPLIED BY LAW, OR IN CONNECTION WITH ANY OTHER LIABILITY, REGARDLESS OF THE FORM OF ACTION, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY, STATUTE OR OTHERWISE, EVEN IF NEXGEN OR THE AUTHORIZED NEXGEN DEALER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. The warranty and remedy set forth above are the sole warranty and exclusive remedy. This exclusive remedy shall not be deemed to have failed of its essential purpose so long as NEXGEN is willing and able to repair or replace defective parts in the manner described herein.
- 1.9 No claims will be accepted for normal pre-delivery or post-delivery inspection, lubrication, or adjustments. All units are inspected and adjusted at the time of manufacture, but the shipping process may cause fittings to become loosened and adjustments to change. NEXGEN considers this part of the installation of the unit.
- 1.10 Ordinary replacement parts (parts offered for sale by NEXGEN in the ordinary course) are not covered by, and are expressly excluded from, the terms of this warranty. Such parts are subject only to a thirty-day return policy. Customer must provide accurate dimensions, measurements, and specifications when ordering such parts, which include Sealtite, hydraulic hoses, wiring, piping, and steel options. NEXGEN will not be liable for any costs arising out of the replacement of any such parts, including labor, transportation, shop supplies, or costs incurred due to an inaccurate or incorrect order by customer.
- 1.11 No claims will be allowed for loss of hydraulic fluid except in cases where failure of a part clearly caused the loss of over 75% of the hydraulic fluid in the system. In no event will claims for hydraulic fluid exceed the maximum capacity of fluid in the hydraulic system. Allowances for loss of hydraulic fluid are described in the Flat Rate Schedule.

2.0 Customer Responsibility

- 2.1 The customer must install or provide for installation of the unit in conformance with ANSI Z245.5 (Balers) and any other applicable codes, regulations, or standards. Customer must comply with all laws and other requirements having force of law applicable at any time to the unit, its installation, or use. Customer shall indemnify and hold NEXGEN harmless from and against any and all claims, demands, losses, cost or liability incurred by NEXGEN as a result of customer's breach of this provision.
- 2.2 Customer must be on site for the installation of the unit to ensure that these standards are met.
- 2.3 NEXGEN furnishes with each unit an Operation, Maintenance, and Installation (OMI) Manual along with an electrical and hydraulic schematic. Customer must familiarize itself with these materials, present them to any end user, and review them with any end user.
- 2.4 Customer must train all potential end users in the correct and safe methods of use and operation of the unit.
- 2.5 CUSTOMER MUST CONSULT KNOWLEDGEABLE ADVISORS AND USE ITS OWN SKILL AND JUDGMENT TO SELECT A PRODUCT THAT SUITS ITS OR THE END USER'S NEEDS. CUSTOMER ASSUMES ALL RISK THAT THE UNIT MAY NOT BE SUITABLE FOR CUSTOMER'S OR THE END USER'S PARTICULAR PURPOSE.
- 2.6 NEXGEN reserves the right to, among other things, deny customer's warranty claim in the event customer fails to perform any of its responsibilities under this warranty.

3.0 Warranty Procedure

- 3.1 Customer must present any claim under this warranty to the authorized NEXGEN dealer.
- 3.2 Customer must notify the dealer within ten (10) calendar days of discovery of any claimed defect. Such notice must include the serial number, model, and location of the subject unit, along with a detailed description of the problem.
- 3.3 A NEXGEN service technician may assist the dealer and/or the customer in troubleshooting over the phone to diagnose the problem. If the problem cannot be resolved, and the problem appears to be covered by this warranty, NEXGEN will provide a Warranty Authorization Number. This number will be used for reference and invoicing.
- 3.4 At NEXGEN's discretion, the customer may be required to return an allegedly defective part to NEXGEN or to a NEXGEN vendor. The defective part must be received by NEXGEN or its vendor within fifteen business days after the request. If the part is required to be returned, a replacement part will be sent, and the customer will be invoiced for the replacement part. Once the allegedly defective part is received, it will be inspected for quality. If the part is then deemed by NEXGEN or its vendor to be defective, the customer will receive a credit for the replacement part and any shipping charges, subject to paragraph 3.5 below. To the extent NEXGEN agrees to reimburse any labor per the Flat Rate Schedule, such reimbursement will also be issued at this time. No warranty allowance will be issued for returned parts that NEXGEN, in its discretion, determines not to be defective.
- 3.5 All warranty parts are shipped using standard ground services. If the customer wishes to have the part shipped, or wishes to ship a defective part pursuant to paragraph 3.4, by a faster method, the customer will be responsible for all shipping charges.
- 3.6 To the extent NEXGEN agrees to reimburse any labor, the customer must provide to NEXGEN's Service Department an itemized invoice or work order of all work performed within thirty days of completion of the work. NEXGEN will then in turn process the invoice for payment or ask for more information within thirty days. The invoice or work order is required to include the serial number of the unit, the model of the unit, the warranty authorization number, a labor breakdown, a description of the work performed, and the location of the unit, including end user name, city, and state.
- 3.7 Customer agrees to allow a reasonable time for repair or replacement of any part covered by this warranty.

4.0 Safety Notice

- 4.1 Ongoing maintenance and repair are essential to the safe and reliable operation of NEXGEN's products.
- 4.2 Read and understand the OMI Manual provided with each unit. Follow all warnings and instructions in the manual, on the unit, and otherwise provided by NEXGEN.
- 4.3 MAINTENANCE, REPAIR, OR USE BY UNTRAINED PERSONNEL CAN CAUSE INJURY OR DEATH. Maintenance and repair must be performed only by trained and qualified personnel or by personnel authorized by NEXGEN. Check with the NEXGEN Service Department to find qualified and/or authorized service personnel in your area if you have none available.
- 4.4 Maintenance or repair performed by unqualified and/or personnel unauthorized by NEXGEN will void this warranty.
- 4.5 Use only genuine NEXGEN replacement parts or their authorized equivalent. Use of other parts will void this warranty.

5.0 Additional Provisions Applicable to NEXGEN Warranty

- 5.1 Waiver by NEXGEN of any breach of these provisions shall not be construed as a waiver of any other breach.
- 5.2 NEXGEN and customer expressly agree that any action for NEXGEN's breach of these provisions must be commenced within one year of the date of the alleged breach.
- 5.3 The provisions of this warranty, together with the Flat Rate Schedule, shall constitute the entire warranty agreement between NEXGEN and customer.
- 5.4 If any provision herein shall be held invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- 5.5 CUSTOMER WAIVES THE RIGHT TO A TRIAL BY JURY IN ANY ACTION ARISING OUT OF, OR RELATED TO, THE TERMS OF THIS WARRANTY. CUSTOMER'S FAILURE TO COMPLY WITH ANY PROVISION OF THIS WARRANTY WILL VOID ANY AND ALL WARRANTY CLAIMS.



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Flat Rate Schedule

A.1 Flat Rate Schedule of Hours Allowed for NEXGEN Balers

MODEL	ALL MANUAL TIE BALERS	2R-150	2R-240, 2R-310, 2R-450	ALL AUTO TIE BALERS
COMPONENT	HOURS			
MOTOR	3	3	4	3
SOLENOID COIL	0.5	0.5	0.5	0.5
MAIN CYLINDER	6	7	8	5
EJECTOR CYLINDER	4	5	6	N/A
HYDRAULIC PUMP	3	4.5	5	3
SOLENOID VALVE	1	1	1	1
POSITION SWITCHES	1	1	1	1
INTERLOCK SWITCH	0.5	0.5	0.5	0.5
PRESSURE SWITCH	0.5	0.5	0.5	0.5
RELIEF CARTRIDGE	1	1	1	1
HYDRAULIC HOSE	0.5	0.5	0.5	0.5
RELAY	0.5	0.5	0.5	0.5
TRANSFORMER	0.5	0.5	0.5	0.5
PLC CONTROLLER	2	2	2	2
PLC CARD	0.5	0.5	0.5	0.5
HOLD DOWN BARS	5	5	6	5
SHEAR BLADES	5	5	6	5

A.2 Allowance for Labor on NEXGEN Products

A.2.1 Subject to the provisions of NEXGEN's Warranty Policy and Procedure, the labor rate for reimbursement is \$65.00 per man hour. This labor rate is effective for all customers unless written consent and acknowledgement has been given the NEXGEN Service Department.

A.2.2 Maximum allowance for troubleshooting labor is two (2) hours.

A.2.3 Travel time is not to be included in labor hours. Only time spent on site will be reimbursed.

A.3 Allowance for Hydraulic Fluid Reimbursement

A.3.1 Subject to the provisions of NEXGEN's Warranty Policy and Procedure, allowance for hydraulic fluid will be credited at \$3.00 per US gallon.

A.3.2 Allowance for hydraulic fluid will not exceed the maximum capacity of the hydraulic reservoir on the unit.