

**THIS WARRANTY SUBJECT TO ARBITRATION  
LIMITED REPLACEMENT WARRANTY  
GENUINE AG-BAG SILAGE BAGS**

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

**SECTION I-Limited Replacement Warranty Coverage**

Up North Plastics Inc. issues a limited replacement warranty that Genuine Ag-Bag Silage Bags sold and properly used, in accordance with the enclosed instruction, as containers of forages, will not fail due to material or workmanship for the period [specified on the carton] beginning on the date of delivery to the original purchaser. Up North will repair or replace defective bags at no charge.

**SECTION 2-Limits of Limited Replacement Warranty**

I. The limited replacement warranty shall only apply to the bag if it is timely and properly registered and is used only for the storage of forage material and in accordance with the attached instructions and shall only apply to the original purchaser of the bag.

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. UpNorth will only honor claims for bag failures due to defective material or workmanship. This limited replacement warranty does not extend to bag failure due to any other causes.

IV. The sole responsibility of Up North, and/or its related entities, officers, affiliates, shareholders, agents, assigns, and/or successors for bag failure due to material or workmanship is to repair or replace the defective bag. In addition, Up North may give a free bag of equal size and of equal warranty to compensate for all expenses in excess of the cost of the initial bag. Up North, its related entities, officers, affiliates, shareholders, agents, and/or assigns 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. 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 on disposition 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 in the jurisdiction where the arbitration occurred. 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 court 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.**

**Section 4-Replacement Warranty Disclaimer**

The limited replacement warranty herein is given in lieu of all other possible warranties, either expressed or implied, and by accepting delivery and using the material purchased accepts this warranty and only this 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 Warranty shall be found to be illegal, invalid, or unenforceable under present or future laws, such provisions shall be fully severable and the remaining provisions shall remain in full force and effect. Any provision of this 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 Warranty a provision as similar in its terms to such invalid provision as may be possible and may be legal, valid, and enforceable.