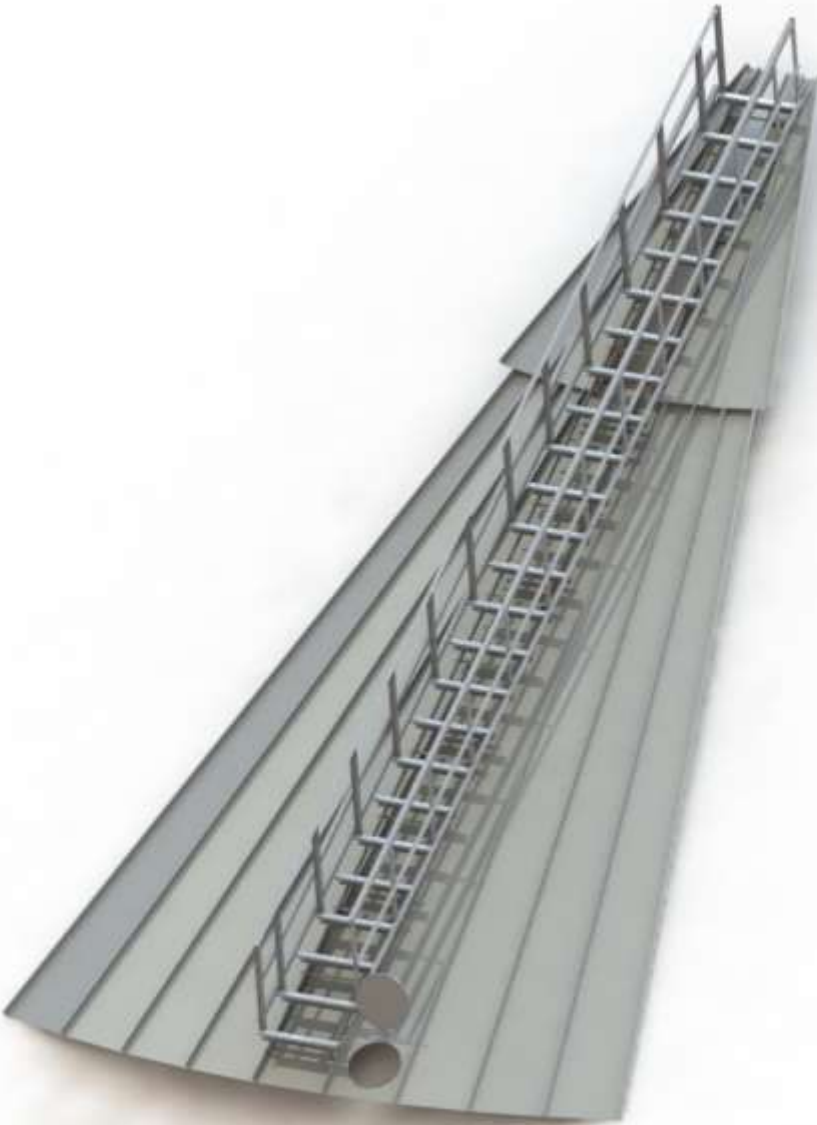


CB ROOF WALKWAY



INSTALLATION MANUAL

P/N 349537 Rev 0



We Engineer Relationships®

Installation Manual



This symbol means “Attention! Be Alert! Your Safety Is At Stake!”

The safety alert symbol identifies safety messages for your storage structure and aeration floor. Ensure you are familiar with the messages identified for you with the safety alert symbol. When you see this symbol, be alert to the possibility of serious injury or death. Follow the safety instructions given in this manual and for your bin and aeration floor.

Danger: Indicates an imminently hazardous situation which, if not avoided, will result in death or serious injury.

Warning: Indicates a potentially hazardous situation which, if not avoided, could result in death or serious injury and property damage.

Caution: Indicates a potentially hazardous situation which, if not avoided, may result in minor or moderate injury. It may also be used to alert against unsafe practices.



WARNING: Improper installation, adjustment, alteration, service or maintenance can cause property damage, injury or death. Read the installation, operating and maintenance instructions thoroughly before installing or servicing this equipment.

This manual is for the installation of Chief Grain Bins effective 1/1/2016.

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For more information about Chief Industries, Inc. and additional products or services please visit our website
www.agri.Chiefind.com

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Introduction

Thank you for purchasing a Chief grain bin. Proper installation and operation will ensure you the best overall experience with your grain bin and guarantee smooth operation.

This proprietary information is loaned with the expressed agreement that the drawings and information therein contained are the property of Chief Industries, Inc. and will not be reproduced, copied, or otherwise disposed of, directly or indirectly, and will not be used in whole or in part to assist in making or to furnish any information for the making of drawings, prints or other reproduction hereof, or for the making of additional products or equipment except upon written permission of Chief Industries, Inc. first obtained and specific as to each case. The acceptance of this material will be construed as an acceptance of the foregoing agreement.

The technical data contained herein is the most recent available at the time of publication and is subject to modification without notice. Chief Industries, Inc. reserves the right to modify the construction and method of operation of their products at any time without any obligation on their part to modify any equipment previously sold and delivered.

Model Number Description

The model nomenclature distinguishes the application of the grain bin. The information includes a designation of the applicable structure diameter, eave height, roof design and design criteria utilized. The definition of the model number nomenclature is as follows:

Example: CB 18 - 12 - J Rib - SZA
 (a) (b) - (c) - (d) - (e)

- (a) CB = Chief Bin
- (b) 18 = Grain Bin Diameter
Where: 18 = 18 sheets in circumference
- (c) 12 = Grain Bin Eave Height
Where: 12 = 12 sheets in height
- (d) J Rib = Roof Design Type
Where: J Rib = J Rib design
Where: V Rib = V Rib design
- (e) Grain Bin Design Criteria for seismic and wind



Before You Begin

Read this manual thoroughly before using this grain bin. Keep this manual in a location for quick access and reference.

The installation of the grain bin may require field fastening for some components. When using a cutting torch or welding galvanized material, the possibility of developing toxic fumes will exist. Provide adequate ventilation and respiratory protection when using this type of equipment during installation.

Special Service Note: If you are unable to remedy any service problem after thoroughly studying this manual, contact the dealer from whom you purchased the unit. Your dealer is your first line of service. The following information is required for service:

1. Bin model number: _____
2. Diameter and eave height of bin: _____
3. Grain depth: _____
4. Type of grain stored: _____
5. Dealer purchased from: _____
6. Dealer address and phone number: _____
7. Date purchased: _____
8. Service contractor:
 - a. Name: _____
 - b. Address: _____
 - c. Phone: _____

 **WARNING: Water Sensitive Materials - Read this notice carefully**

Bundles must be inspected and carrier advised immediately if damage is noted. White rust will attack painted as well as galvanized sheeting. If water has entered a bundle or if condensation has formed between sheets, the bundle must be opened, the sheets separated and all surfaces dried.

If sheets are to be installed within 10 days:

Store bundled sheets of the ground high enough to allow air circulation beneath bundle and to prevent water from entering. Store 1 end at least 8” (20.32cm) higher than the opposite end. Support long bundles in the center. Prevent rain from entering the bundle by covering with a tarpaulin, making provision for air circulation between the draped edges and the ground. **Note:** Do not wrap in plastic.

If sheets are not to be installed within 10 days:

Provide inside dry storage. Storage beyond 6 months is not recommended. If white rust is apparent upon receipt of shipment, notify Chief immediately. Damage to sheets, resulting from improper storage, will be the responsibility of the receiver.

Safety and Precautions

Your safety and the safety of others is a primary concern to Chief Industries, Inc. This manual was written to assist in the safe installation and operation of the grain bin.

It is your responsibility as the owner, builder, operator, or supervisor to know what specific requirements, precautions and hazards exist and to make these known to all personnel working with equipment or on the jobsite so that they can observe any necessary safety precautions.

All personnel, including the installation crew, must read and understand the information contained in this manual before starting construction. Chief Industries, Inc. is not responsible or liable for the misuse of equipment or operation of personnel or equipment in an unsafe manner.

Chief Industries, Inc. assumes no liability with respect to proper construction and inspection, assembly, or use of its products established under applicable laws, all of which is the sole responsibility of the purchaser and those authorized for the installation.

Follow all local and federal safety laws and regulations. Verify that all equipment and personnel conform to any applicable jurisdiction regulations.

Work Area Safety Statement

To ensure the safety of all individuals in the work area, only authorized and trained persons shall install, and maintain the grain bin.

Under no circumstances should unauthorized individuals be allowed to trespass or be present in the work area.

It shall be the duty of all operators to ensure that the work area is clean, organized and kept free of all debris and tools that might cause an accidental tripping or falling hazard.

Special care should be taken when working from unsafe heights. Common sense dictates that when conditions such as rain or wind prohibit the safe use of equipment, the installation be discontinued.

Chief Industries, Inc. strongly recommends that equipment meeting the current specifications be used, whether the individual operator is required by law to do so or not. Proper climbing equipment and a secured safety harness should be used at all times when performing operations work, installation or maintenance.

Field modifications without the authorization of the manufacturer may present unknown dangers to the operator and must be avoided.

Auxiliary Equipment Safety

You may decide to purchase and install “auxiliary equipment” made by other manufacturers. Chief Industries, Inc. has no control over the design and manufacture of this equipment. In view of this, at a minimum, we suggest you do the following:

1. Obtain, read and understand the instructions and safety cautions of the auxiliary equipment manufacturer. Be certain that all equipment is installed in agreement with those instructions.

2. Check with Chief Industries, Inc. to verify that your system is designed to support any additional loads supplied by the auxiliary equipment.
3. Obtain any applicable safety decals from the manufacturer and make certain they are displayed in a visible location.
4. Make certain that all electrical equipment is properly installed and grounded by a qualified electrician.
5. Check availability and operation of electrical lock out and emergency stop systems.
6. Be certain that all guards and shields are securely in place.
7. Store all operation / maintenance manuals in a safe place for future use.

General Contractor Responsibilities

It is the responsibility of the general contractor to insure that the complete storage structure system is constructed with quality workmanship and that all equipment is installed per the respective manufacturer's instructions. This includes the following:

- Bin
- Foundation
- Base sealing
- Grain transport equipment
- Aeration equipment
- Accessory equipment

In addition, the general contractor is responsible for the fitness of use of any system which he constructs. All accessory equipment incorporated into the system, from each respective equipment manufacturer, should be approved for the intended use.

Accessory Equipment

Accessory equipment can be installed with the grain bin; however certain limitations and special considerations must be followed in order to maintain the warranty.

All accessory equipment should be installed and maintained in accordance with each individual supplier's installation and operation instructions. However, if any sidewall penetrations or other modifications to the Chief standard design are required, contact Chief for special recommendations.

Note: Do not modify the storage structure design without Chief approval. It is the responsibility of the general contractor to insure that all equipment is properly installed and that the equipment is compatible with the intended use. A qualified electrician should be contracted to complete all electrical wiring and servicing.

Field Modifications and Installation Defects

Chief Industries, Inc. assumes no responsibility for field modifications or installation defects which result in structural damage or storage quality problems. If any field modifications are necessary which are not specifically covered by the contents of the installation manual, contact Chief for approval. Any unauthorized modification or installation defect which affects the structural integrity of the grain bin will void the warranty.

Packing List

For your convenience all packages will be color coded, individual items labeled with an appropriate part number and packages labeled. Hardware, including bolts, nuts, screws and other small clips or brackets may be divided into smaller packages for ease of use and identification.

Verify and inspect all items carefully when unpacking and before installing. This should be done at the time of pickup or delivery. Compare the items to the packing list provided with the shipment. In case of any shortage or damage during shipment, note such shortage or damage on the freight bill before you sign the shipment paperwork and file a claim with the carrier.

Claims of shortages will not be honored after thirty days from receipt of shipment. Parts that are short or damaged are the responsibility of the delivering carrier, not the manufacturer or dealer.

It is advisable to reorder damaged or missing parts immediately so that there will be no delay in the bin installation. After receiving the invoice for the reordered material, file a claim with the delivering carrier immediately.

Color Codes

Chief grain bin components are color coded based upon gage thickness. Additional items such as roof components will also be marked with specific color codes for easy identification.

Suggested Equipment

Chief recommends the following equipment and tools needed for installation of the grain storage bin. Individual installations may vary.

- Impact wrenches and sockets
- End wrenches
- Crescent wrenches
- Vise grip pliers
- Alignment punches
- Rubber mallets
- Level
- Drill and drill bits
- Screw Guns
- Metal Saw
- Extension cords
- Ladders
- Bin Jacks

Installation Procedures

All sidewall sheets and stiffeners are assembled using SAE grade 5 or 8 bolts. Whiz flange (serrated flange) nuts are used to secure the bolts in position.

If these descriptions do not correspond with the bolts shipped, please contact the customer service department immediately. Substitution of any other type or bolt grade or hardware from other sources is not allowed and will void the warranty.

When installing hardware the minimum and maximum torque values shown below must be followed. All hardware must seat tight against the corresponding bin component.

Bolt Diameter	Minimum Torque	Maximum Torque
5/16"	22 ft.-lbs.	28 ft.-lbs.
7/16"	60 ft.-lbs.	75 ft.-lbs.

Please note the following wrench / socket size to be used on the corresponding hardware:

Bolt Size	Head Size	Nut Size
5/16"	1/2" wrench	1/2" wrench
7/16"	5/8" wrench	11/16" wrench
1/2"	3/4" wrench	3/4" wrench
5/8"	15/16" wrench	15/16" wrench

Note: Prior to starting the installation it is very important to plan ahead and by verifying the order and location of all components. This includes:

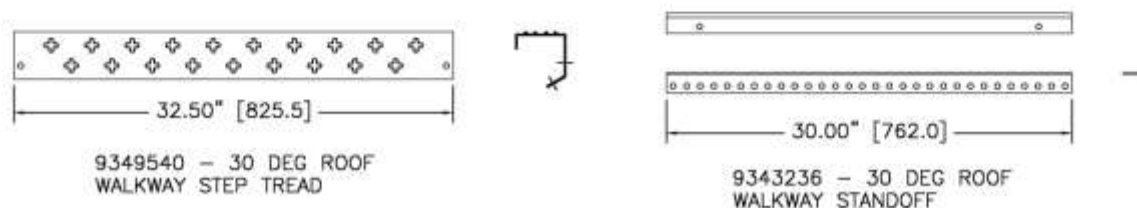
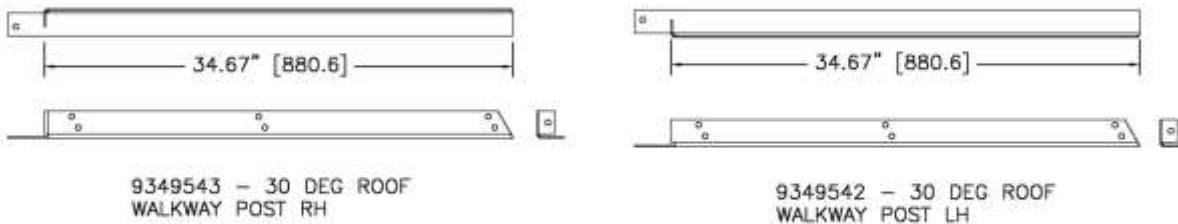
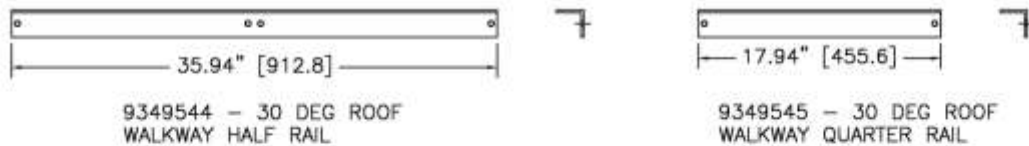
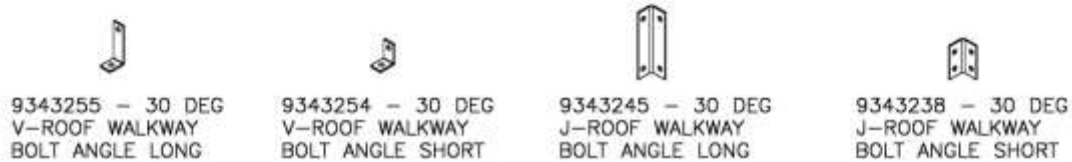
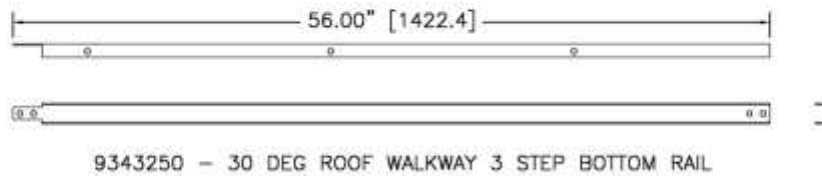
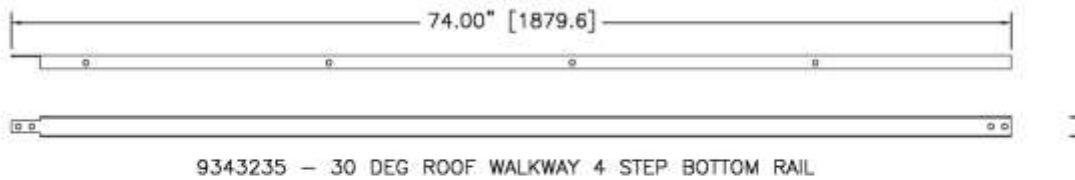
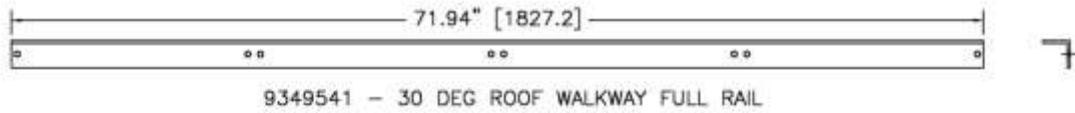
- Roof vents and manways
- Ladders
- Cages
- Platforms

CB Roof Walkway Installation

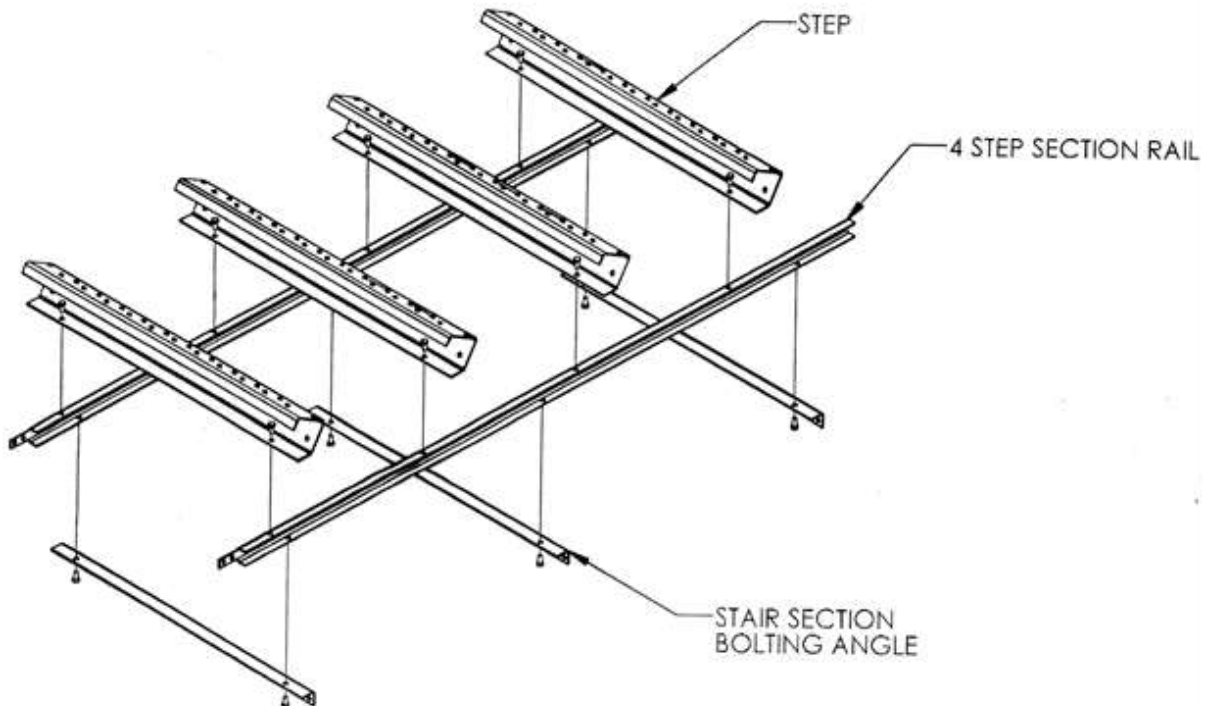
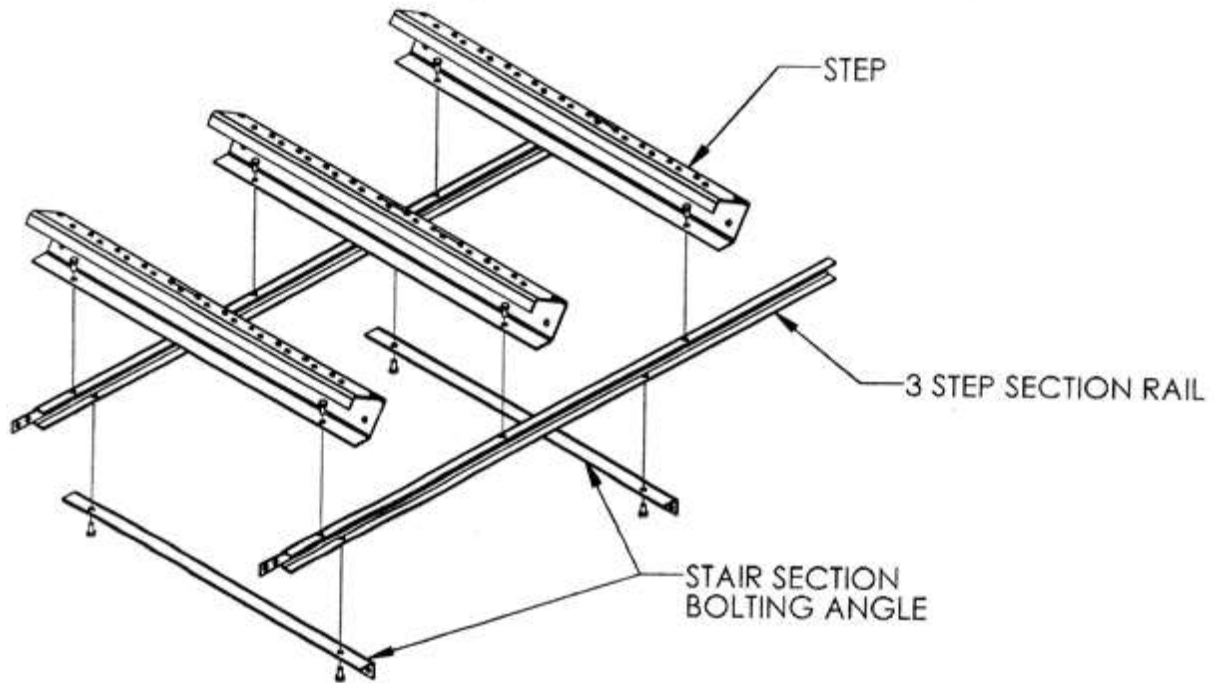
The following information is used on the CB and CBE series bins.

Part Identification

Use the following information to identify parts used during installation.



Attach the section rails to the stair section bolting angle, and then the walkway step treads to the section rails as shown in the following illustration using 5/16" x 3/4" bolts. The roof walkway may be assembled on the ground and lifted on to the roof.

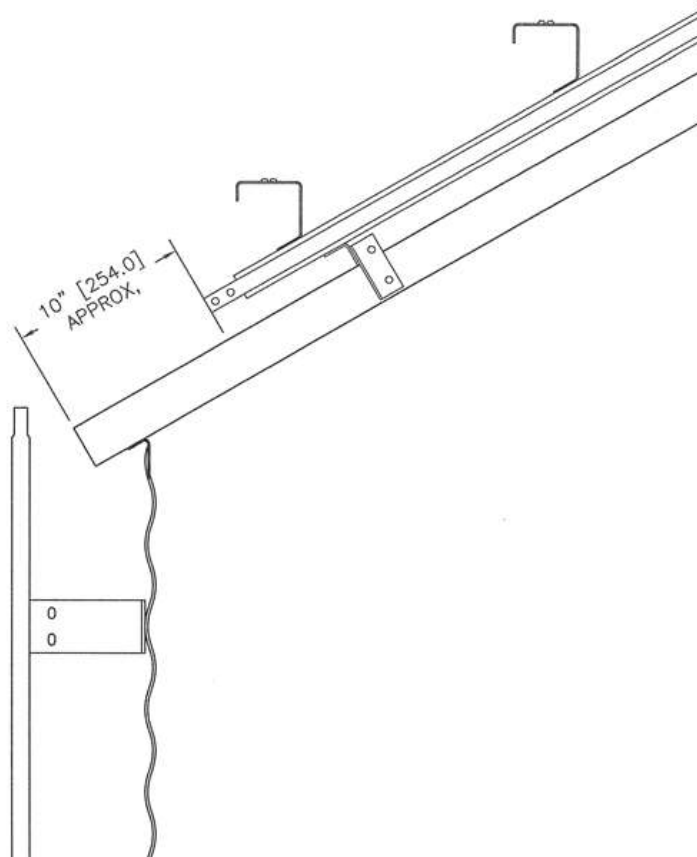


Refer to the following chart to determine the quantity of assembled walkway sections per bin model.

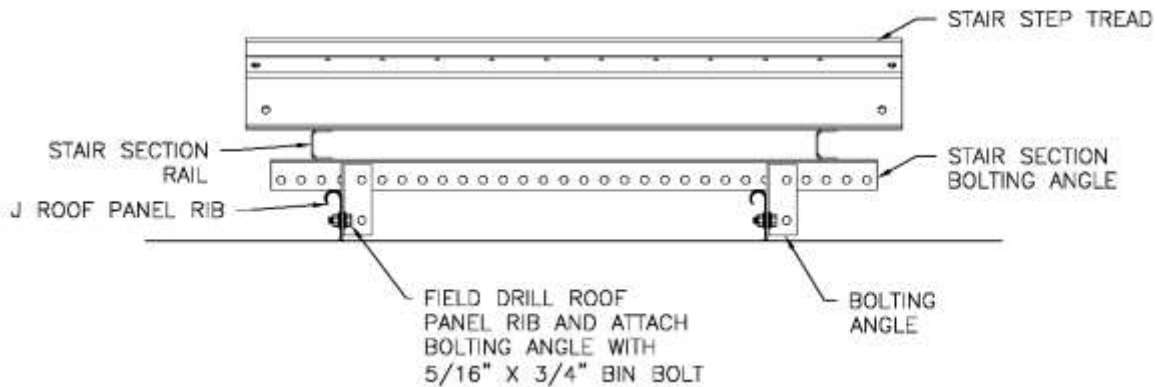
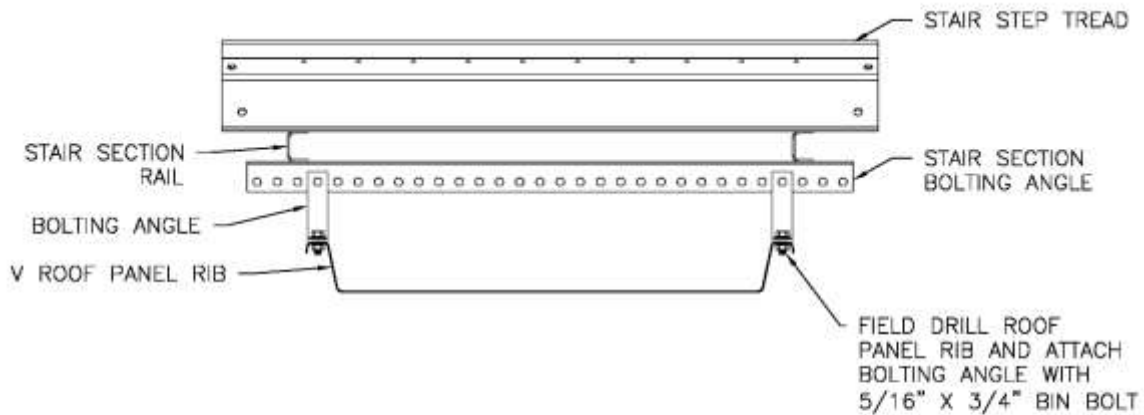
Bin Size	Walkway Section (4 step)	Walkway Section (4 step)
CB12	3	0
CB13	1	3
CB14	2	2
CB16	4	0
CB18	3	2
CB20	5	0
CB22	4	2
CB24	4	3
CB26	6	1
CB30	8	0
CB34	7	3

The roof walkway is to be installed on roof panel next to manhole location, adjacent a roof beam. The bottom walkway section will be located 10” from the roof eave.

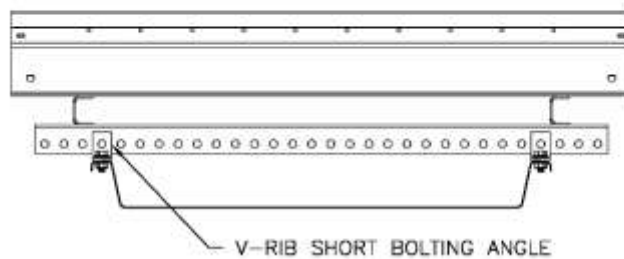
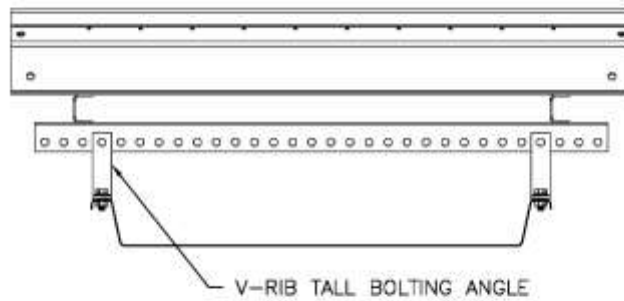
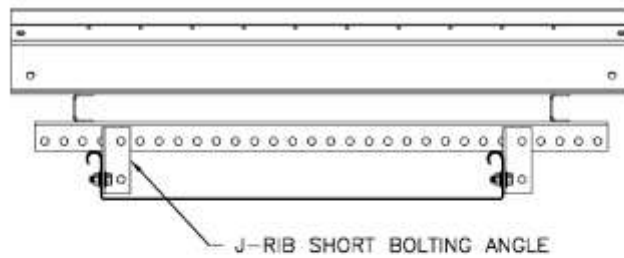
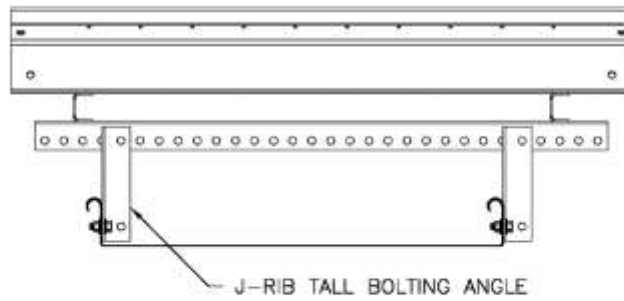
Note: All Roof walkways begin with a 4 step section starting at the roof eave.



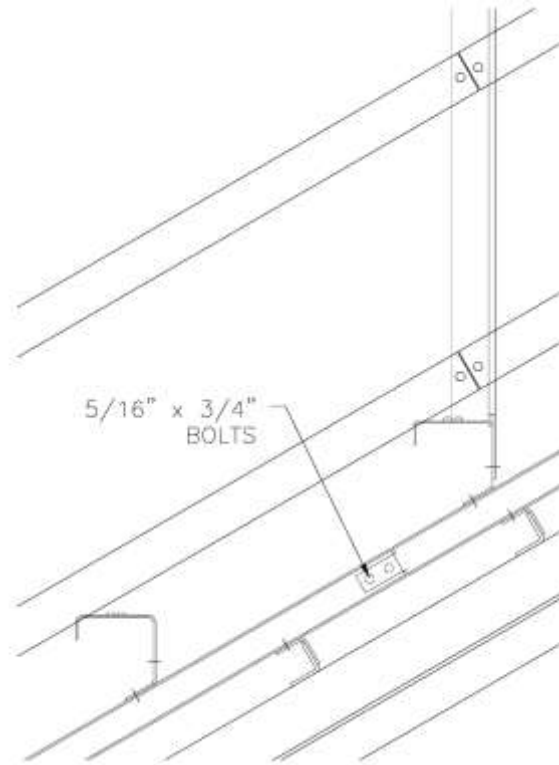
Attach the starting walkway section on the roof panel with bolting angles. The small bolting angle will fasten to the roof rib and to the longer stair section bolting angle. Adjust the width of the bolting angle as needed to maintain contact with the face of the roof rib. Field drill holes in the roof ribs as required and attach with 5/16" x 3/4" bolts. J-rib roof panels will require holes to be drilled in the side of the rib and V-rib roof panels will require holes drilled in the top of the rib as shown in the following illustrations.



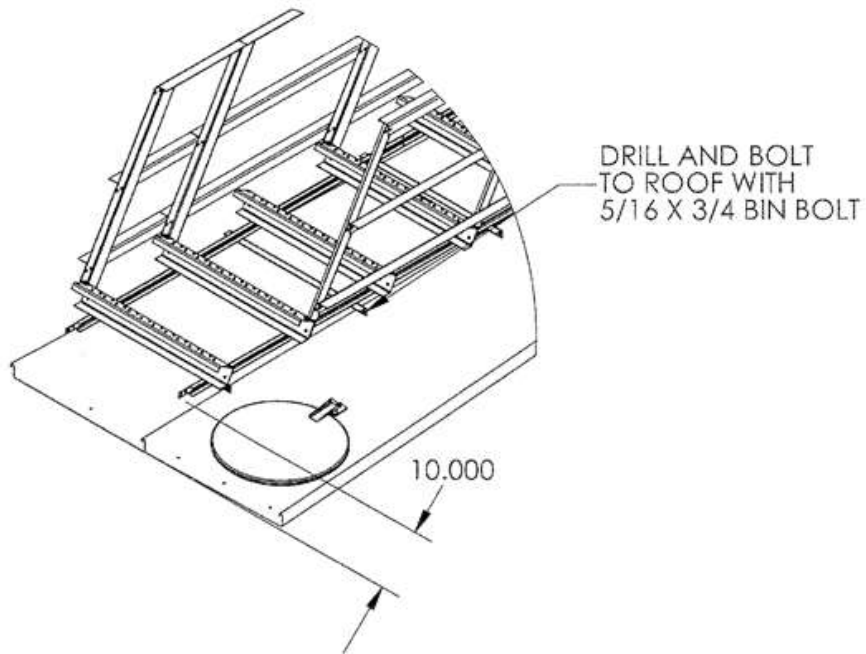
Note: 1 piece roofs (CB12 thru CB20) require short bolting angles to mount to the roof ribs. 2 piece roofs (CB22 thru CB50) require tall bolting angles to mount to the lower roof panel ribs and short bolting angles to mount to the upper roof panel ribs.



Attach the walkway sections together as shown in the following illustration using 5/16" x 3/4" bolts.



Attach the walkway posts and handrail to the walkway sections as shown in the following illustration using 5/16" x 3/4" bolts. **Note:** The first post on the right hand side of the walkway is removed to allow access to the manhole.

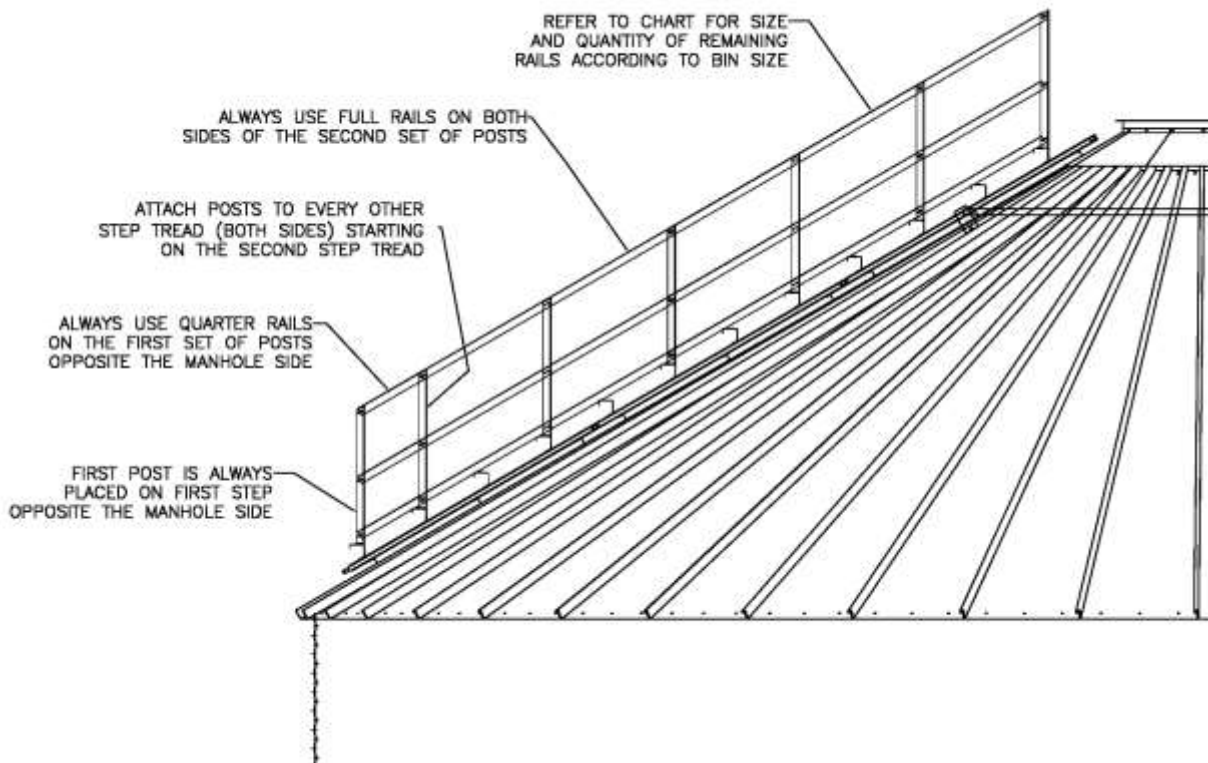


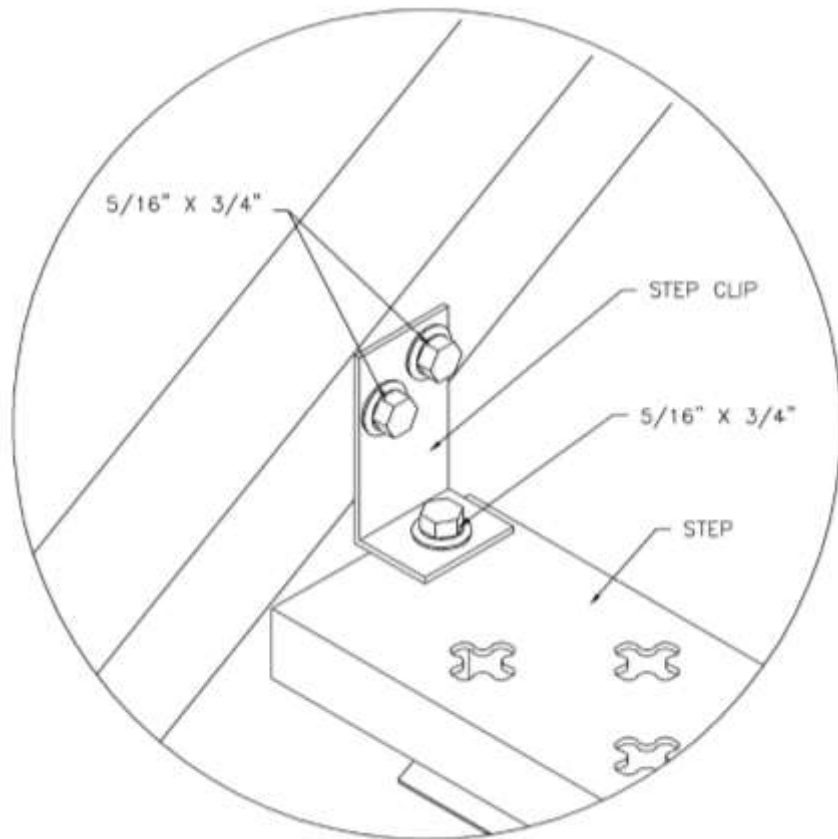
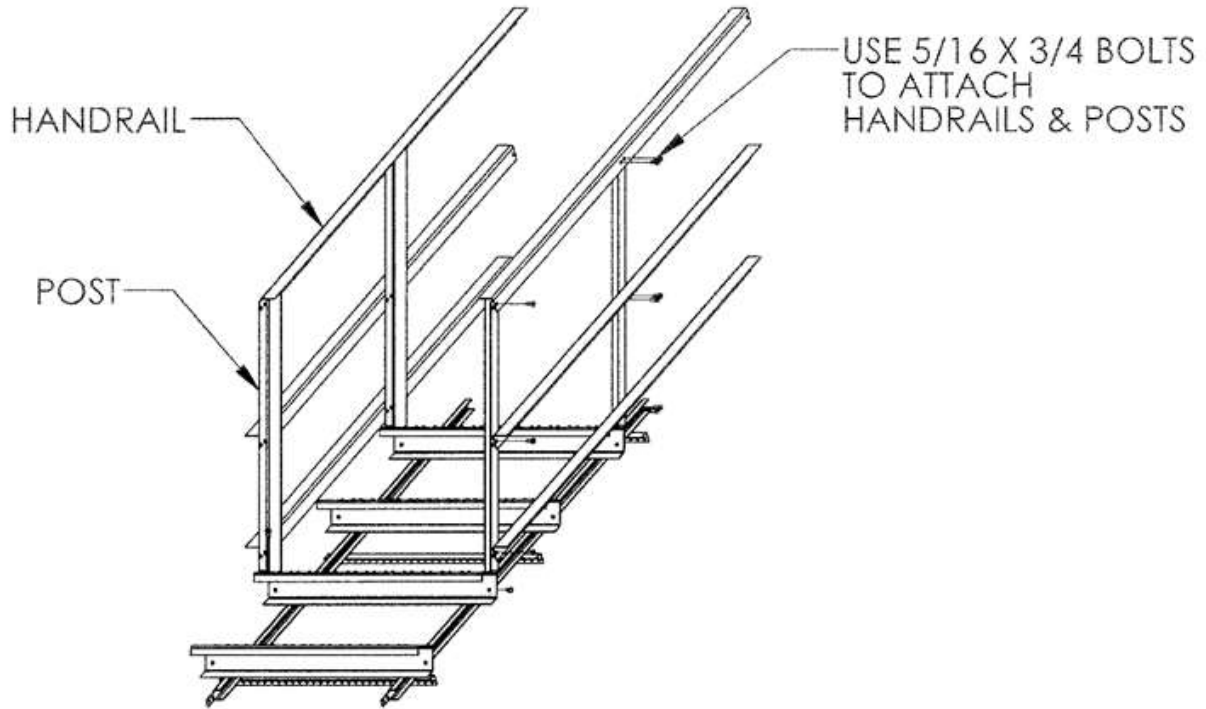
Refer to the following chart to determine the quantity of assembled walkway handrail sections per bin model.

Bin Size	Handrail Section (Full)	Handrail Section (Half)	Handrail Section (Quarter)
CB12	12	6	3
CB13	12	6	9
CB14	18	0	3
CB16	18	6	0
CB18	24	0	3
CB20	24	6	3
CB22	30	0	3
CB24	30	6	9
CB26	36	0	9
CB30	42	6	3
CB34	48	6	9

The roof walkway handrail is to be installed on the outside of the walkway posts as shown in the following illustrations using 5/16" x 3/4" bolts. Handrail is located on the top, middle and bottom of each walkway post. On step tread locations that are not attached to a post, a step clip is attached to the bottom rail.

Note: Always use quarter rails on the set of posts starting at the roof eave.





CB Peak Walk-Around Installation

The following information is used on the CB and CBE series bins with a 72” (182.88cm) peak lid diameter.



Part Identification 72” Peak

9382252 – Bin peak 72” diameter standard floor

9382253 – Bin peak 72” diameter entry floor



9382250 – Bin peak walk around post



9382251 – Bin peak walk around handrail



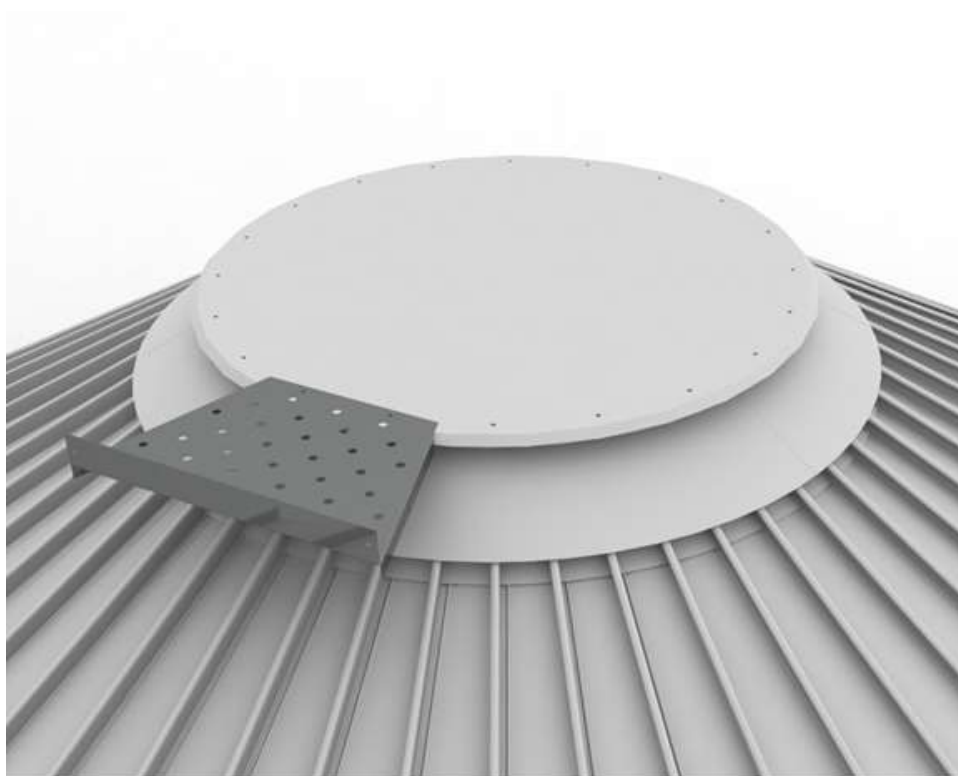
9382500 – Bin peak walk around roof angle



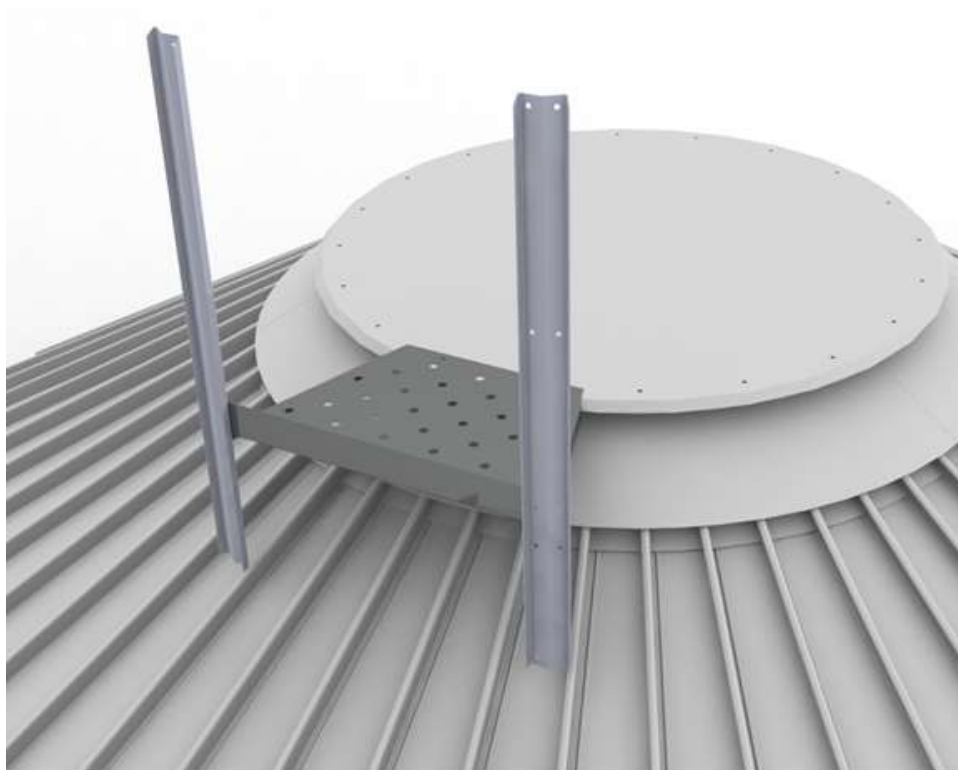
9382254 – Bin peak walk around mounting angle



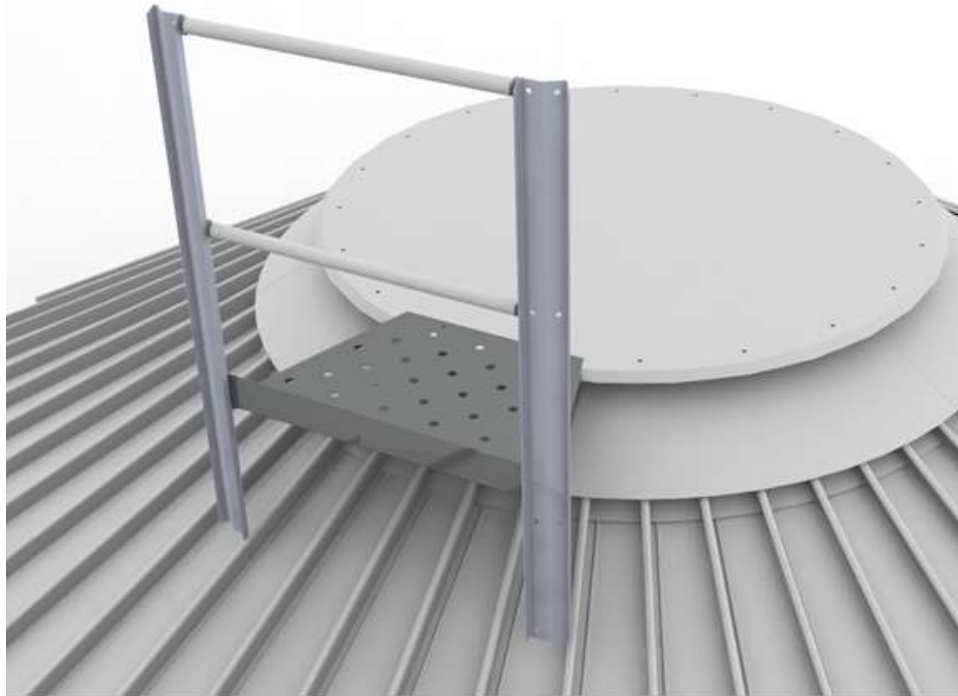
The flooring is to be installed on the top of the peak lid using the 7/16" bolts that attach the lid to the inner ring. Note: Bolt heads are to be located on the top side of the peak lid.



Attach the handrail posts to walk around floor with 7/16" x 1.25" bin bolts. **Note:** The chamfered end of the post should be positioned at the top, above the peak lid.



Attach the top and middle handrail to posts with 7/16" x 1-1/4" bin bolts. Bolt heads should be positioned to the inside of peak lid.

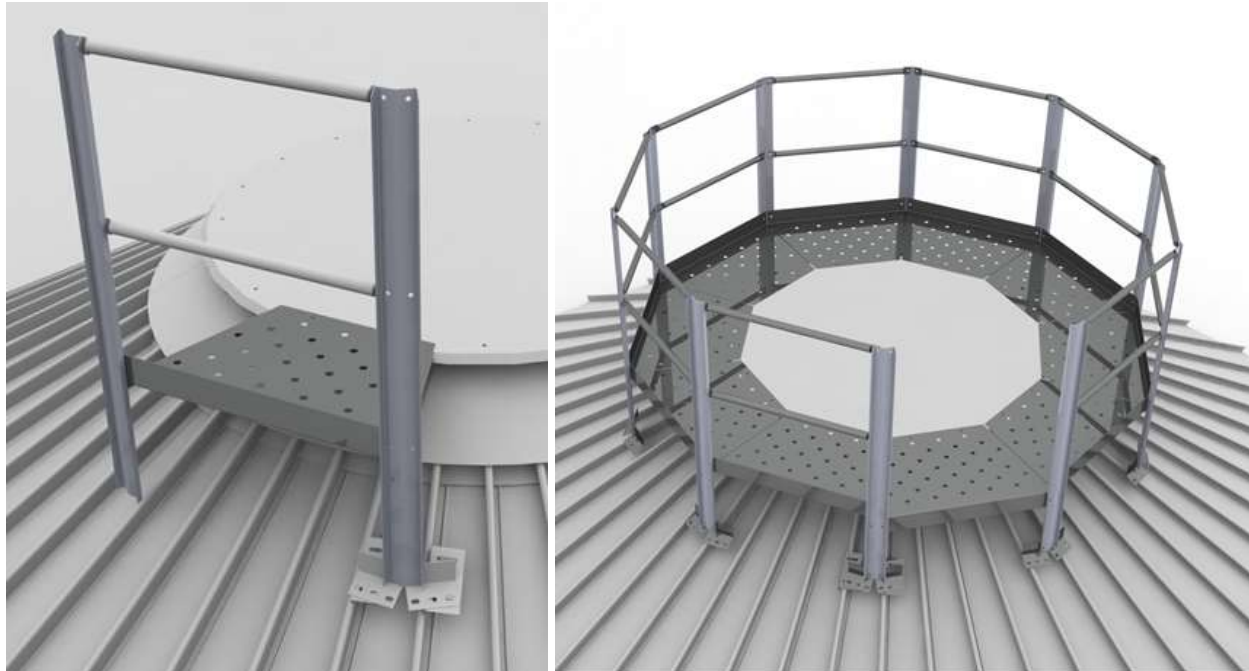


Attach the roof mounting bracket to bin roof ribs as shown in the following illustration. Verify the correct position of posts and walk around floor before mounting bracket. The floor should be level and parallel with the peak lid and the posts perpendicular to the peak lid. **Note:** The roof mounting bracket location may be adjusted as needed to position these components correctly. Drill holes in the vertical rib of the roof sheet and attach the mounting brackets using 5/16" x 3/4" bin bolts. Attach post mounting bracket to the backside of the post using 7/16" x 1-1/4" bolts.



Continue to attach all parts as shown, working your way around the bin peak. Leave all bolts loose until all parts are in place, and then tighten after verifying alignment and correct fit.

Note: An entry plank is required when used in conjunction with a roof walkway. Verify that the entry plank is aligned with the roof walkway.



Manual Revisions

- 12-15-2011
 - Standard ladders to base of tank
- 12-15-2011
 - Inside ladders to use long brackets
- 9-18-2012
 - CHT safety cages
- 10-1-2015
 - General formatting update

STANDARD LIMITED WARRANTY

Chief Grain Bin Products

1. **Definitions.** The following terms, when they appear in the body of this Standard Limited Warranty for Grain Bin Products in initial capital letters shall have the meaning set forth below:
 - A. Accepted Purchase Order shall mean the Purchase Order identified below.
 - B. Chief shall mean Chief Agri/Industrial, a division of Chief Industries, Inc.
 - C. Original Owner shall mean the original owner identified below.
 - D. Product shall mean the Agri/Industrial Equipment as described in the Accepted Purchase Order.
 - E. Reseller shall mean the authorized Chief Agri/Industrial Equipment dealer identified below.
2. **Limited Product Warranty.** Upon and subject to the terms and conditions set forth below, Chief hereby warrants to the Reseller, and, if different, the Original Owner as follows:
 - A. All new Products delivered to the Reseller or the Original Owner by Chief pursuant to the Accepted Purchase Order will, when delivered, conform to the specifications set forth in the Accepted Purchase Order;
 - B. All new Products delivered pursuant to the Accepted Purchase Order will, in normal use and service, be free from defects in materials or workmanship; and
 - C. Upon delivery, Chief will convey good and marketable title to the Products, free and clear of any liens or encumbrances except for, where applicable, a purchase money security interest in favor of Chief.
3. **Duration of Warranty and Notice Requirements.** Subject to the **Exceptions, Exclusions and Limitations** set forth below, the warranties set forth in Section 2 above shall apply to all covered non-conforming conditions that are discovered within the first sixty (60) months following delivery of the Product to the carrier designated by the Reseller and/or the Original Owner at Chief's manufacturing facility in Kearney, Nebraska (the "Warranty Period") and are reported to the Chief as provided in Section 4 below within thirty (30) days following discovery (a "Notice Period").
4. **Notice Procedure.** In order to make a valid warranty claim, the Reseller and/or the Original Owner must provide Chief with a written notice of any nonconforming condition discovered during the Warranty Period within the applicable Notice Period specified in Section 3 above. Said notice must be in writing; be addressed to Chief Industries, Inc., Agri/Industrial Division, Customer Service Department, P.O. Box 848, Kearney, NE 68848; and contain the following information: (a) the Customer's name and address; (b) the Reseller's name and address; (c) the make and model of the Product in question; (d) the current location of the Product; (e) a brief description of the problem with respect to which warranty coverage is claimed; and (f) the date on which the Product was purchased.
5. **Exceptions and Exclusions.** Anything herein to the contrary notwithstanding, the warranties set forth in Section 2 above do **not** cover any of the following, each of which are hereby expressly excluded:
 - A. Defects that are not discovered during the applicable Warranty Period;
 - B. Defects that are not reported to the Chief Agri/Industrial Division Customer Service Department in conformity with the notice procedure set forth in Section 4 above within the applicable Notice Period specified in Section 3;
 - C. Any used or pre-owned Products;
 - D. Any Chief manufactured parts that are not furnished as a part of the Accepted Purchase Order;
 - E. Any fixtures, equipment, materials, supplies, accessories, parts or components that have been furnished by Chief but are manufactured by a third party;
 - F. Any Products which have been removed from the location at which they were originally installed;
 - G. Any defect, loss, damage, cost or expense incurred by the Reseller or the Original Owner to the extent the same arise out of, relate to or result, in whole or in part, from any one or more of the following:

- (i) Usual and customary deterioration, wear or tear resulting from normal use, service and exposure;
- (ii) Theft, vandalism, accident, war, insurrection, fire or other casualty;
- (iii) Any damage, shortages or missing parts which result during shipping or are otherwise caused by the Reseller, the Original Owner and/or any third party;
- (iv) Exposure to marine environments, including frequent or sustained salt or fresh water spray;
- (v) Exposure to corrosive, chemical, ash, smoke, fumes, or the like generated or released either within or outside of the structure on which the Product is installed, regardless of whether or not such facilities are owned or operated by the Reseller, the Original Owner or an unrelated third party;
- (vi) Exposure to or contact with animals, animal waste and/or decomposition;
- (vii) The effect or influence the Product may have on surrounding structures, including, without limitation, any loss, damage or expense caused by drifting snow;
- (viii) Any Product or portion thereof that has been altered, modified or repaired by the Reseller, the Original Owner or any third party without Chief's prior written consent;
- (ix) Any Product or portion thereof that has been attached to any adjacent structure without Chief's prior written approval;
- (x) Any Product to which any fixtures, equipment, accessories, materials, parts or components which were not provided as a part of the original Accepted Purchase Order have been attached without Chief's prior written approval;
- (xi) The failure on the part of the Reseller, the Original Owner or its or their third party contractors to satisfy the requirements of all applicable statutes, laws, ordinances rules, regulations and codes, (including zoning laws and/or building codes);
- (xii) The use of the Product for any purpose other than the purpose for which it was designed; and/or
- (xiii) The failure of the Reseller, the Original Owner and/or any third party to:
 - (a) properly handle, transport and/or store the Product or any component part thereof;
 - (b) properly select and prepare a site that is adequate for the installation and/or operation of the Product or any component part thereof;
 - (c) properly design and construct a foundation that is adequate for the installation and/or operation of the Product or any component part thereof;
 - (d) properly set up, erect, construct or install the Product and/or any component part thereof; and/or
 - (e) properly operate, use, service and/or maintain the Product and each component part thereof.

6. **Resolution of Warranty Claims.** In the event any nonconforming condition is discovered within the Warranty Period and Chief is notified of a warranty claim as required by Section 4 prior to the end of the applicable Notice Period set forth in Section 3 above, Chief shall, with the full cooperation of the Reseller and the Original Owner, immediately undertake an investigation of such claim. To the extent Chief shall determine, in its reasonable discretion, that the warranty claim is covered by the foregoing Limited Product Warranty, the following shall apply:

A. **Warranty Claims With Respect to Covered Non-Conforming Conditions Discovered Within the First Three Hundred Sixty Five (365) Days and Reported to Chief Within Thirty (30) Days of Discovery.** In the case of a warranty claim which relates to a covered non-conforming condition that is discovered during the first three hundred sixty five (365) days of the Warranty Period and is reported to Chief as required by Section 4 within thirty (30) days of discovery as required by Section 3, Chief will, as Chief's sole and exclusive obligation to the Reseller and the Original Owner, and as their sole and exclusive remedy, work in cooperation with the Reseller and the Original Owner to correct such non-conforming condition, and in connection therewith, Chief will ship any required replacement parts to the "ship to address" set forth in the Accepted Purchase Order FOB Chief's facilities in Kearney, Nebraska, and will either provide the labor or reimburse the Reseller or the Original Owner, as may be appropriate in the circumstances, for any out of pocket expense the Original Owner may reasonably and necessarily incur for the labor that is required to correct such non-conforming condition, provided that if work is to be performed by the Reseller or a third party contractor, Chief may require at least two competitive bids to perform the labor required to repair or correct the defect and reserves the right to reject all bids and obtain additional bids. Upon acceptance of a bid by Chief, Chief will authorize the necessary repairs.

- B. **All Other Warranty Claims.** Except as is otherwise provided in subsection 6A above, in the case of all other warranty claims which relate to covered non-conforming conditions that are discovered during the Warranty Period and are reported to Chief as required by Section 4 within thirty (30) days following discovery, Chief will, as Chief's sole and exclusive obligation to the Reseller and the Original Owner, and as the Reseller's and the Original Owner's sole and exclusive remedy, ship any required replacement parts to the Original Owner at the "ship to address" specified in the Accepted Purchase Order FOB Chief's facilities in Kearney, Nebraska; and **in such event, Chief shall have no responsibility or liability to either the Reseller or the Original Owner for the cost of any labor required to repair or correct the defect.**
7. **Warranty Not Transferable.** This Warranty applies only to the Reseller and the Original Owner and is **not transferable.** As such, this Warranty does **not** cover any Product that is sold or otherwise transferred to any third party following its delivery to the Original Owner.
8. **Limitation on Warranties, Liabilities and Damages.** The Reseller and the Original Owner expressly agree that the allocation of the risk, liability, loss, damage, cost and expense arising from any Product that does not conform to the limited warranty given in Section 2 above are fair and reasonable and acknowledge that such allocation was expressly negotiated by the parties and was reflected in the Purchase Price of the Product. Accordingly the Reseller and the Original Owner expressly agree as follows:
- A. **Disclaimer of Implied Warranties.** **EXCEPT AS IS OTHERWISE EXPRESSLY SET FORTH HEREIN, CHIEF MAKES NO OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, WHETHER EXPRESS OR IMPLIED, BY OPERATION OF LAW, COURSE OF DEALING OR OTHERWISE WITH RESPECT TO THE PRODUCT, ANY COMPONENT PART THEREOF OR ANY OTHER GOODS OR SERVICES THAT CHIEF MANUFACTURES, FABRICATES, PRODUCES, SELLS OR PROVIDES TO THE DEALER OR THE ORIGINAL OWNER PURSUANT TO THE TERMS OF ANY ACCEPTED PURCHASE ORDER, INCLUDING WITHOUT LIMITATION ANY REPRESENTATION OR WARRANTY WITH RESPECT TO DESIGN, CONDITION, MERCHANTABILITY OR FITNESS OF THE PRODUCT OR ANY OTHER GOODS OR SERVICES FOR ANY PARTICULAR PURPOSE OR USE.**
- B. **Limitation on Liability.** **EXCEPT AS IS OTHERWISE EXPRESSLY SET FORTH IN SECTION 6 ABOVE, CHIEF'S LIABILITY TO THE DEALER AND/OR THE ORIGINAL OWNER WITH RESPECT TO ANY DEFECTS IN ANY PRODUCTS OR FOR ANY OTHER GOODS OR SERVICES WHICH DO NOT CONFORM TO THE WARRANTIES SET FORTH ABOVE SHALL NOT, IN ANY EVENT, EXCEED THE ACTUAL COST OF SUCH NON-CONFORMING PRODUCT, GOODS OR SERVICES AS DETERMINED PURSUANT TO THE ACCEPTED PURCHASE ORDER; AND**
- C. **Limitation on the Nature of Damages.** **EXCEPT AS EXPRESSLY PROVIDED IN SECTION 6 ABOVE, CHIEF SHALL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO THE DEALER, THE ORIGINAL OWNER OR ANY THIRD PARTY FOR ATTORNEY FEES COURT COSTS OR ANY OTHER SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, LIQUIDATED OR PUNITIVE DAMAGES OF ANY NAME, NATURE OR DESCRIPTION AS A RESULT OF THE FAILURE OF ANY PRODUCT OR ANY OTHER GOODS OR SERVICES PURCHASED BY THE DEALER OR THE ORIGINAL OWNER FROM CHIEF PURSUANT TO THE ACCEPTED PURCHASE ORDER TO CONFORM TO THE LIMITED WARRANTIES SET FORTH IN SECTION 2 ABOVE.**
8. **Applicable Law.** This Limited Product Warranty has been issued, accepted and entered into by the Reseller, the Original Owner and Chief in the State of Nebraska and shall be governed by, and construed in accordance with, the internal laws of the State of Nebraska. Any legal action or proceeding with respect to any goods or services furnished to the Original Owner by Chief in connection herewith, or any document related hereto shall be brought only in the district courts of Nebraska, or the United States District Court for the District of Nebraska, and, by execution and delivery of this Limited Product Warranty, the undersigned Original Owner hereby accept for themselves and with respect to their property, generally and unconditionally, the jurisdiction of the aforesaid courts. Further, the undersigned Original Owner hereby irrevocably waives any objection, including, without limitation, any *forum non conveniens*, which it may now or hereafter have to the bringing of such action or proceeding in such respective jurisdictions.

ACKNOWLEDGMENT OF RECEIPT

By its signature hereto, the undersigned Reseller represents and warrants to Chief that the Reseller has provided a true, correct and complete copy of this Standard Limited Warranty to the Original Owner at the time the product was purchased.

Reseller Name and Address: _____

Original Owner Name and Address: _____

Accepted Purchase Order No. _____

Original Jobsite Address: _____

RESELLER:

By: _____ Date

Print name and title

4843-5948-9057, v. 1



Should you have any questions concerning assembly instructions, parts or drawings, please feel free to contact us at any of the following.

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