

LIMITED PRODUCT WARRANTY

Products

This document contains the sole and exclusive warranty for the following Lely Industries N.V. (hereinafter, "Manufacturer") products:

Robot Milking System (ASTRONAUT®) Cow Brush (LUNA®), Selection Gate (GRAZEWAY®), Concentrate Feeder (COSMIX®), Monitoring System (VISEO®), Tank Cleaning Guard (HUBBLE®), Milk Sampling Device (SHUTTLE®), Remote Control (E-LINK®), and Liquid Dispenser (TITANIA®) (collectively, the "Equipment").

Coverage

All products and parts thereof are warranted for end-use by the original purchaser (and to no other purchaser or transferee) to be free from defects in material and workmanship, subject to the terms and conditions of this written warranty. It will be the sole determination of Manufacturer if the product or part is subject to this warranty.

This warranty will not apply to wear parts and consumables identified in the Sales Contract pursuant to which the Equipment is sold, nor to kits, assemblies and parts with a value below US\$ 20, unless Manufacturer or its representative determines that the fault results from a material and/or manufacturing defect.

Duration

All products and parts thereof are warranted for twelve (12) months, beginning on the first day of product operation, whether by installation, demonstration, training or the first milking, except for those certain Equipment parts listed in Table 1 attached hereto, which parts are warranted for the period of time stated therein.

If a replacement part is charged to the customer, it will be warranted for twelve (12) months, beginning on the first day of operation with the replacement part.

If Manufacturer or its agent, distributor, or dealer replaces a faulty part under warranty, the replacement part will be warranted for the remainder of the original part's warranty period.

Remedy

Manufacturer or its representatives will repair or, at its option, replace any defective product or part thereof without charge for the defective product part. The customer is responsible for all travel or labor costs incurred in repairing or replacing any such product or part.

Warranty Administration

Purchaser shall notify the seller of Equipment identified in the Sales Contract (“Vendor”) of any claim of defective Product (the “Warranty Defect”) in writing promptly upon its discovery by Purchaser within the warranty period. Promptly upon receipt of a written notice of a Warranty Defect, Vendor shall attempt to validate the Warranty Defect. If the Warranty Defect is valid, Vendor shall effectuate the remedy set forth in the Limited Warranty as quickly as commercially and reasonably possible.

Exclusions

Labor and travel expenses are not covered by warranty. Also excluded from this agreement are any cost or expenses due to:

- A. Abnormal use of the equipment which is not according to the specifications stated in the Operator’s Manual or Operators Service and Maintenance Certification Program.
- B. The result of any intervention by technicians other than Manufacturer-authorized service technicians.
- C. Assembly parts and/or service kits.
- D. Incidents such as freezing, ice, fire, flood, inundation, or any other form of excessive water, or lightning.
- E. Defects of the electrical system or grounding.
- F. The use of chlorinated chemicals on or near the robot.
- G. Use of compressed air that does not meet the quality standards set in the Operator’s Manual.
- H. Hacking activities, computer viruses or related problems.
- I. Damage caused by vermin or pests.

Without limiting the foregoing, any and all needs for spare parts as well as other occurrences due to normal wear and tear of the products are expressly excluded from the foregoing warranty. The foregoing warranty does not cover failure of, or damage to, the Equipment caused by misuse, negligence, modification, abuse, improper application, service or operation, or by lack of proper maintenance, or use with equipment or components not supplied by Manufacturer. The foregoing warranty shall apply only if the Equipment is inspected as required by this Agreement, and operated at all times according to all maintenance, safety, training or other instructional guidance provided to Purchaser by Manufacturer or Manufacturer’s authorized representative.

Limitations

THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, WRITTEN OR ORAL; MANUFACTURER AND ITS REPRESENTATIVES DISCLAIM AND EXCLUDE ANY IMPLIED WARRANTY, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTY ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

Manufacturer's sole obligation, and the purchaser's sole remedy, with respect to the products shall be the performance of Manufacturer's responsibilities under this warranty.

Vendor's performance required under this warranty shall be purchaser's exclusive remedy and the Vendor's sole liability with respect to any nonconformity, defect or deficiency in the product hereunder.

IN NO EVENT SHALL MANUFACTURER OR ITS REPRESENTATIVES BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER FOR BREACH OF WARRANTY OR OTHER CONTRACT BREACH, NEGLIGENCE OR OTHER TORT, STRICT LIABILITY OR ON ANY OTHER LEGAL THEORY. Without limiting the generality of the foregoing, Manufacturer specifically disclaims any liability for property damage, penalties, special or punitive damages, damages for lost profits or revenues, downtime, slowdown, lost goodwill, cost of capital, cost of substitute goods, or for any other types of economic loss, or for claims of purchaser's customers or any third party for any such damages, costs or losses. Purchaser shall indemnify Vendor against any and all losses, liabilities, damages and expenses (including, without limitation, attorneys' fees and other costs of defending any action) that Vendor may incur as a result of any claim by Purchaser or others arising out of or in connection with this warranty.

No employee, agent, dealer or distributor of Manufacturer or Vendor is authorized to extend or expand the coverage of this warranty.

Applicable Law

This Agreement shall be governed by and shall be construed according to the internal laws of the State of Wisconsin without reference to conflicts of laws principles. **THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL NOT BE GOVERNED BY THE 1980 U.N. CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS.**



Table 1

PARTS WITH EXTENDED MACHINE WARRANTY			
Item number	Description	Total warranty	Remark
5.1003.3090.0	Sensorhousing MQC II	2 years	
5.1004.6134.0	Sensor PMD 3D IFM 03D0214	2 years	
5.1004.6771.0	TDS-2 (Type-1)	4 years	
5.1005.3754.0	TDS-2 (Type-2)	4 years	
5.2011.0262.0	Standard feed auger red weld	3 years	
5.2011.1069.0	Drive wheel MFR	2 years	
5.4008.3330.0	Drive ass. Discovery 120	2 years	
6.2001.0074.0	Gravitor load cell	5 years	
6.2001.0226.0	PCB ADS3846 MFR Main PCB	5 years	
9.1138.0467.0	Valve	2 years	
9.1138.0876.3	Milk pump manifold	2 years	
9.1175.0085.0	Drive wheel cranes	2 years	
9.1184.0033.3	Drive motor	5 years	
9.1184.0075.0	Lift motor	5 years	
9.1184.0076.0	Closing motor	5 years	
9.1185.0355.0	Nedap Qwes ISO ID NeckTag	3 years	
9.1185.0467.0	SCR Qwes HR-LD tag	4 years	
9.1185.0481.0	Nedap Qwes ISO LD NeckTag	3 years	
9.1185.1100.0	Vacuum pump	5 years	
9.1185.1116.0	Nedap Qwes ISO LD Smart NeckTag	3 years	
9.1187.0863.0	L4C LED Control box incl. light sensor with lens	2 years	
9.1187.0864.0	L4C LED Control box (slave)	2 years	
9.1187.0866.0	L4C LED Switch box	2 years	
9.1187.0893.0	Geartray L4C LED 125	5 years	
9.1187.0894.0	Geartray L4C LED 250	5 years	
9.1188.0096.0	Converter DC/DC	5 years	
9.1189.0295.0	SCR Qwes HR-LDn	4 years	
9.1190.0222.0	PCB ADS3846 MFR Main PCB	5 years	
9.1190.0224.0	PCB ADS3660 MFR Charging PCB	5 years	
9.1190.0772.0	Mod Alarm	2 years	

These conditions apply only to the U.S. and Canada.