



STANDARD WARRANTY FOR DIAGNOSTICS PRODUCTS & HARDWARE

Fenner Dunlop Americas, LLC and its affiliated entities (collectively, "FDA") warrants its Diagnostic Tools against any defects in material and workmanship as set forth herein and as subject to the Diagnostic Terms and Conditions, which are incorporated by reference herein. These warranties are in addition to FDA's Standard Terms and Conditions of Sale (the "Terms and Conditions") and in no way replace those Terms and Conditions unless otherwise expressly stated herein. Capitalized Terms not defined herein shall have the meanings set forth in the Terms and Conditions or Diagnostic Terms and Conditions. The Warranties contained herein do not include any software or applications, including mobile applications or any other graphical user interface provided by FDA in connection with the Diagnostic Tools. FDA does not offer any warranties on any software, mobile applications, or any other graphical user interface offered in connection with any Diagnostic Tool.

Purchaser hereby acknowledges and agrees that the Diagnostic Tools offered by FDA are monitoring tools and are to be used for informational purposes only and are not a substitute for or to be used in lieu of routine inspection, monitoring, and maintenance of all products, items, and equipment that the Diagnostic Tools are used in connection with.

Except as otherwise provided herein, the warranty period for Diagnostic Tools and belt loops is the earlier of (a) twelve (12) months from date of installation, or (b) eighteen (18) months from invoice date. This does not include any reinstallation costs. The belt loop warranty is void if the cover thickness on the ordered conveyor belt does not meet the loop manufacturer's minimum cover recommendation.

The warranties set forth herein and those set forth in the Terms and Conditions are collectively referred to as the "Warranties." The Warranties do not cover any failure due to damage by:

INCORRECT VOLTAGE, POWER SPIKES OR SURGES, DAMAGE CAUSED BY WATER INGRESS, BUILD-UP OF MATERIALS ON COMPONENTS, FAIR WEAR AND TEAR, DELIBERATE OR ACCIDENTAL DAMAGE, NEGLIGENCE OR MODIFICATION, LACK OF MAINTENANCE OR FIRE.

The Warranties are only given to the Purchaser of the products and only if the products are installed by an authorized FDA certified agent or a FDA certified technician. The Warranties do not apply to (1) second-hand or refurbished products, (2) products that have been repaired by the user, (3) products that have been subjected to accident, neglect, alteration, abuse, misuse, misapplication or improper maintenance, (4) to any materials or components incorporated into the products by the Purchaser.

If the Purchaser believes that there is a breach of any of the Warranties, the Purchaser must notify FDA immediately in writing. If FDA is satisfied that it has breached the warranty set forth herein, then it will furnish to Purchaser, FCA FDA's facility, an equivalent replacement item for such defective product. The foregoing is the Purchaser's sole and exclusive remedy with respect to such product. The Warranties offered hereunder for Diagnostic Tools do not apply to or otherwise cover any other product, component, or equipment that is supplied by FDA.



Unless otherwise agreed to by FDA in writing, FDA shall not be responsible or liable to supply or pay for any labor costs or special equipment that might be required to replace any defective Diagnostic Tool(s) or any part thereof or to pay for any site inspections or any shipping costs related to a breach of the Warranties set forth herein.

The Warranties are the only warranties given by FDA and FDA makes NO OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY IMPLIED WARRANTY BY STATUTE, COURSE OF PERFORMANCE OR USAGE OF TRADE, AND NO ONE IS AUTHORIZED, ON FDA'S BEHALF TO MODIFY OR EXPAND UPON THE WARRANTIES EXPRESSED ABOVE.

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, FDA SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, EXEMPLARY, EXTRAORDINARY OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, ANY LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF DATA, LOSS OF GOODWILL, LOSS OR DAMAGE TO ANY EQUIPMENT, OR BUSINESS INTERRUPTION, OR ANY OTHER SIMILAR TYPE OF DAMAGES SUFFERED BY THE PURCHASER. ANY INTERPRETATION OF DATA PROVIDED BY ANY DIAGNOSTIC TOOL(S) IS ENTIRELY AT PURCHASER'S OWN RISK AND FDA SHALL NOT BE LIABLE FOR ANY MISINTERPRETATION OF DATA PROVIDED BY ANY DIAGNOSTIC TOOL(S). FDA WILL ALSO HAVE NO LIABILITY FOR ANY DAMAGES WHATSOEVER THAT OCCUR AS A RESULT OF PURCHASER IGNORING OR OTHERWISE BY-PASSING ANY WARNING, FAULT, SYSTEM INTERLOCK, OR SAFETY FEATURE THAT IS TRIGGERED BY ANY DIAGNOSTIC TOOL(S).

FDA does provide written and verbal information relative to its products that it considers to be accurate and reliable. Such information is offered as a SERVICE ONLY, for informational purposes, and is NOT an expression of warranty and FDA does not assume any liability whatsoever in regard to its use. The Purchaser of FDA products should determine for itself the suitability of such products for the particular purposes of the Purchaser or the specific uses to which the product will be applied.