FENNER DUNLOP
CONVEYOR BELTING

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 new 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.

Refurbished Diagnostic Products, as defined in the Diagnostic Terms and Conditions, are not subject to the foregoing warranty period and shall be warranted only to the extent, and for the period, expressly identified in FDA's applicable quotation or order acknowledgment.

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**, **NEGLECT 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) secondhand or used products that have not been expressly designated by FDA as Refurbished Diagnostic Products; provided, however, that Refurbished Diagnostic Products shall be subject only to the limited warranty, if any, expressly stated in FDA's applicable quotation or order acknowledgment and the Diagnostic Terms and Conditions, (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.

REFURBISHED DIAGNOSTIC PRODUCTS**.** Notwithstanding anything herein to the contrary, certain Diagnostic Tools, parts, components, equipment, or accessories may be offered by FDA as Refurbished Diagnostic Products. Refurbished Diagnostic Products" means any Diagnostic Tool or component that is refurbished, reconditioned, repaired, recertified, previously installed, previously used, or otherwise non-new. Such products may contain new, previously used, repaired, refurbished, reconditioned, or recertified components. Product satisfies FDA's applicable functional acceptance criteria at the time it is released for sale.

FDA MAKES NO REPRESENTATION OR WARRANTY THAT A REFURBISHED DIAGNOSTIC PRODUCT IS EQUIVALENT TO A NEW PRODUCT IN AGE, CONDITION, APPEARANCE, EXPECTED SERVICE LIFE, OR REMAINING USEFUL LIFE, AND FDA MAKES NO REPRESENTATION OR WARRANTY REGARDING THE REMAINING USEFUL LIFE OR EXPECTED SERVICE LIFE OF ANY REFURBISHED DIAGNOSTIC PRODUCT OR COMPONENT THEREOF.

Any warranty applicable to a Refurbished Diagnostic Product must be expressly stated in FDA's applicable quotation or order acknowledgment and shall apply only for the warranty period stated therein. In the absence of an expressly stated refurbished warranty, no warranty shall apply to the Refurbished Diagnostic Product except as otherwise required by applicable law. Cosmetic wear, discoloration, markings, scratches, surface imperfections, or other evidence of prior use that does not materially impair functionality shall not constitute a defect.

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. Notwithstanding the foregoing, if FDA determines that a Refurbished Diagnostic Product has failed to comply with an express warranty applicable to such Refurbished Diagnostic Product, FDA's sole obligation and Purchaser's sole and exclusive remedy shall be, at FDA's option, (1) repair of the affected Refurbished Diagnostic Product, (2) replacement with a new or refurbished product or component having substantially comparable functionality, or (3) refund or credit of the purchase price actually paid to FDA for the affected Refurbished Diagnostic Product. Any replacement may be new or refurbished at FDA's discretion. Repair or replacement shall not extend or restart the applicable warranty period.

Unless expressly agreed otherwise by the Company in writing, the Company shall have no responsibility for any costs, expenses, or liabilities associated with inspection, removal, troubleshooting, repair, return, replacement, transportation, freight, installation, reinstallation, commissioning, labor, field service, travel, special equipment, downtime, lost production, loss of use, or other costs incurred in connection with a Refurbished Diagnostic Product.

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). THE FOREGOING EXCLUSIONS AND LIMITATIONS APPLY EQUALLY TO NEW AND REFURBISHED DIAGNOSTIC PRODUCTS.

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. Purchaser is likewise responsible for determining the suitability and compatibility of any Refurbished Diagnostic Product for Purchaser's equipment, system, application, operating environment, and intended use.