

HerdStar® Product Warranty

HerdStar® LLC (“**HerdStar**”) warrants to the original purchaser (“**Buyer**”) that goods manufactured solely by HerdStar (“**Products**”) will be free from defects in material or workmanship under normal and intended use and service for a period of twelve (12) months from the delivery date of the Products. Used and/or refurbished parts sold shall carry a 90-day warranty on material and workmanship. The sole and exclusive remedy for any claimant is set forth in this Warranty and shall not exceed the amount paid for the product purchased. This Warranty only covers the value of the warranted parts and equipment and does not cover labor charges for removing or installing defective parts, shipping charges with respect to such parts, any applicable sales or other taxes, or any other charges or expenses not specified in this Warranty. HerdStar assumes no responsibility for claims resulting from construction defects, unauthorized modifications, corrosion, or other cosmetic issues caused by storage, application, or environmental conditions. All warranty claims must be submitted within fifteen (15) days of discovery of defects within the warranty period or shall be deemed waived. Furthermore, HerdStar warrants the load cell when installed as a complete HerdStar weighing system, against lightning damage for 12 months from the delivery date of the Products to Buyer or the term of any additional extended warranty purchased through HerdStar.

In the event of a defect in any Products constituting a breach of the warranty provided herein, HerdStar will at its option either (i) repair or replace such Product free of charge, or (ii) in lieu of repair or replacement, refund to Buyer the original purchase price less the reasonable value of Buyer’s use of the Products. HerdStar shall furnish to Buyer instructions for the disposition of the defective goods. HerdStar shall have the option of requiring the return of the defective goods, transportation prepaid, and proof that the goods were not used, installed, altered, or subject to misuse or abuse to establish the claim. No goods shall be returned to HerdStar without its prior consent. The acceptance of any goods returned to HerdStar shall not be deemed an admission that the goods are defective or in breach of any warranty, and if HerdStar determines that the goods are not defective they may be returned to Buyer at Buyer’s expense. This warranty sets forth the Buyer’s sole and exclusive remedies for any defect in the goods. The rights and obligations under this warranty may not be assigned or delegated to a third party by the Buyer without the prior written permission of HerdStar. Neither Buyer nor any other person may modify or expand the warranty provided herein, waive any of the limitations, or make any different or additional warranties with respect to the Products. Any statements to the contrary are hereby rendered null and void unless expressly agreed to in writing by an authorized officer of HerdStar.

EXCEPT AS STATED ABOVE, HERDSTAR DOES NOT MAKE ANY WARRANTY AS TO THE GOODS OR SERVICES AND, IN PARTICULAR, DOES NOT MAKE ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, AND THE BUYER IS SOLELY RESPONSIBLE FOR DETERMINING THE PROPER APPLICATION AND USE OF THE GOODS.

Any component parts that are not manufactured by HerdStar, such as electrical motors and controls, are excluded from any warranty by HerdStar, although such parts may be covered by separate warranties of the respective manufacturers. This warranty set forth above does not apply if all components of a system are not supplied by HerdStar or if the goods are not purchased from and installed by an authorized distributor or not installed and operated in accordance with HerdStar’s specifications and instructions.

HERDSTAR SHALL NOT HAVE ANY TORT LIABILITY TO THE BUYER OR ANY OTHER PERSON WITH RESPECT TO ANY OF THE GOODS OR SERVICES AND SHALL NOT BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING ANY DAMAGES FOR BUSINESS INTERRUPTION, LOSS OF USE, DATA, REVENUE OR PROFIT ARISING FROM ANY PRODUCT DEFECT, DELAY, NON-DELIVERY, RECALL OR OTHER BREACH. THE BUYER SHALL NOT HAVE ANY RIGHT OF REJECTION OR REVOCATION OF ACCEPTANCE OF THE GOODS.