



## NEDAP Livestock Management WARRANTY PROCEDURE

### 1. Scope

This Nedap (“Nedap”) Livestock Management Warranty and Replace Policy and Procedures (“Warranty Policy”) sets forth the warranty terms governing all Livestock Management hardware products for dairy- and genetics farming (“Products”) supplied by Nedap directly to authorized third party distributors and valid Customers without a designated distributor (“Business Partners”) with the exception of software or any other items specifically excluded under this Warranty Policy, in accordance with applicable order forms and/or purchase agreements. Nedap reserves the right to amend this Warranty Policy from time to time. Any such amendment will be regarded as approved upon receipt of written notice to Customers and will take effect for all orders placed thereafter.

### 2. Livestock Management Hardware Warranty

Unless otherwise stated herein, the following warranties shall apply:

#### 2.1 Electronic Hardware Warranty

Nedap warrants that its electronic Livestock Management hardware (“Electronic Hardware”) shall be free from any material defects and bad workmanship for a period of thirty (30) months from the Manufacturing date. For separate, bought out commodity items (not an integral or inseparable part of Nedap Electronic Hardware), the warranty conditions of the supplier of those bought out commodity items apply.

#### 2.2 Non-Electronic Hardware Warranty:

Nedap warrants that non-electronic hardware (excluding Ear Tags, Power ID, and Lactivators and Smarttags) (“Other Hardware”) manufactured by Nedap shall be free from material defects and bad workmanship for a period of eighteen (18) months from the Manufacturing date.

#### 2.3 Ear Tag

Nedap warrants that its Ear Tags shall be free from material defects and bad workmanship for a period of eighteen (18) months from the Manufacturing date.

#### 2.4 Power ID.

Nedap warrants that its Power ID shall be free from material defects and bad workmanship for a period of five (5) years from the Manufacturing date.



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### 2.5 Lactivators and Smarttags.

Nedap warrants that its Lactivators and Smarttags shall be free from material defects and bad workmanship

- 100% refund until and including five (5) years from the Manufacturing date 1-10-2022
- 50% refund from three (3) until five (5) years from manufacturing date before 1-10-2022

### 2.6 Float.

Nedap warrants that its Float for the SmartFlow shall be free from material defects and bad workmanship for a period of thirty (30) months from the Manufacturing date.

### 2.7 Products Definition.

“Electronic Hardware”, “Other Hardware”, “Ear Tags”, “Power ID”, “Lactivators” and “Smarttags” are hereafter each referred to as a “Product” and collectively the “Products.”

### 2.8 Manufacturing date.

For Nedap’s Manufacturing date break down, please see Schedule B of this Warranty Policy.



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### 3. Warranty Exclusions

#### 3.1 Excluded Causes

The warranties set forth in Section 2 above shall not apply to any defects, problems, or damage caused to a Product as the result of:

- Ancillary equipment not furnished by Nedap that is attached to or used in conjunction with any Product;
- Customer neglect, abuse, or misuse of any Product;
- Installation, servicing, repair or modification not performed or formally authorized by Nedap (e.g., if such installation, servicing, repair or modification is performed by a non-authorized dealer or service provider;
- Unprofessional or incorrect operation, use, or handling of any Product;
- Use or operation of any Product in an environment other than that approved or recommended by Nedap or any applicable Product documentation;
- Use of any Product not in accordance with applicable documentation, instructions, directions, and/or advisories provided by Nedap;
- Any modifications and/or repairs to any Product or Nedap software not made or authorized by Nedap, or any modifications and/or repairs that are performed by a Nedap authorized dealer or service provider in a negligent manner;
- Software error;
- Foreign-body influence, defective protective systems;
- Force majeure, including but not limited to disasters such as fire, flood, lightning, or improper electrical current;
- Non-compliance with applicable safety regulations;
- Improper shipping or storage;
- Improper cleaning and maintenance of any Product; and
- Normal wear and tear.

#### 3.2 Excluded Conditions.

The warranties set forth in Section 2 above shall not apply to any Product that does not comply with the conditions set forth below. Any Product that is returned in any of the following conditions shall not be covered by any warranty and (a) upon request by the Business Partner or Customer (“Returning Party”) within 15 calendar days of the warranty rejection will be returned to the Returning Party at its sole expense or (b) will be destroyed or disposed by Nedap.

- Products must be returned to Nedap in complete testable condition.
- Products must be returned clean, and free from any remainder of organic origin such as manure, feed, or milk.
- Products must be properly packaged and labelled in order to ensure protection of the Products during transportation, and in compliance with the requirements of the selected transportation method. Any damage or loss of Products sustained as a result of improper packaging or shipping, or incorrect labelling by Customer, shall immediately void all warranties for such Products.
- Warranty or ‘to be repaired’ goods shall be returned accompanied by a copy of the completed Allocation Warranty/Repair Number Form (including allocated Warranty/Repair Number) set forth in Schedule A to this Warranty Policy. The failure of the product should be described in detail.
- Products must be returned by the original purchasing party, whether that be an End-Customer or Business Partner. Customers with an appointed Business Partner may not return Products directly to Nedap for warranty purposes.



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### 4. Exclusive Remedy

As the Returning Party's sole and exclusive remedy for Product warranty claims pursuant to this Warranty Policy, Nedap in its sole and exclusive discretion, will either (a) repair the defective Product; (b) replace the defective Product with a new Product of an identical or functional equivalent; or (c) provide a credit in the amount of the latest actual purchase price paid for the returned product.

**THIS WARRANTY IS PROVIDED IN LIEU OF ALL OTHER EXPRESS, IMPLIED AND/OR STATUTORY WARRANTIES. ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING (WITHOUT LIMITATION) IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, ARE SPECIFICALLY EXCLUDED.**

To the extent the foregoing disclaimers are not permitted by applicable law, any implied warranty, including but not limited to any warranty of merchantability or fitness for a particular purpose, is limited in duration to the applicable warranty periods as provided herein. Some jurisdictions do not allow limitations on the duration of an implied warranty, so this limitation may not apply.

**THIS WARRANTY DOES NOT COVER AND EXCLUDES ANY INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO ECONOMIC LOSS, LOST PROFITS, LOSS OF PRODUCTION, INSTALLATION AND/OR DEINSTALLATION COSTS, OR LOST EARNINGS, WHICH ARE EXPRESSLY EXCLUDED. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION OR EXCLUSION MAY NOT APPLY.**

### 5. Warranty Procedure

#### 5.1 RMA Process

- 5.1.1 The Returning Party must identify any Product defect that it believes is covered by this Warranty Policy. The model number and serial number of the Product must be provided within ten (10) calendar days of the date the Product defect is discovered, as well as a detailed description of the claimed Product defect, as part of a request for a Return Material Authorization ("RMA") number by completing the "Allocation / Warranty Number" form set forth on Schedule A to this Annex 5. Blank copies (soft or hard copy) of this form can be obtained from the Nedap Livestock Management Warranty and Return Goods Manager or can be downloaded from the Nedap Livestock Management website.
- 5.1.2 Nedap will issue a unique RMA number for a covered Product defect (i.e., not if the warranty period for the Product has expired, a warranty exclusion applies, or the warranty has otherwise been voided).
- 5.1.3 No defective Product eligible for warranty may be returned until it has received a unique RMA number from Nedap.

5.1.4 Unless Nedap, in its sole and exclusive discretion, agrees to provide repair services or instructs that a defective Product not be returned to Nedap, the defective Product must be returned to Nedap with the fully completed RMA form. Pre-paid return shipment of the Product must be made within fifteen (15) calendar days from Nedap's issuance of the applicable RMA number. Return shipments not accompanied by a properly and fully completed RMA (including a detailed description of any Product defect) will be returned or destroyed as described in Section 3.2 of this Annex 5. Nedap will charge on a time and materials basis for any repair services performed on Products that are out of warranty or subject to an exclusion.

## 5.2 Nedap Warranty Investigation

- 5.2.1 Within thirty (30) business days following receipt of a returned Product ("Investigation Period"), Nedap will investigate in order to replicate an identified Product defect and determine whether any exclusions to this Warranty Policy apply. Nedap will notify the Returning Party of the results of Nedap's investigation, including whether the defect was replicated and whether the Products are covered by this Warranty Policy.
- 5.2.2 For any Product defect covered by this Warranty Policy, Nedap will elect in its sole and exclusive discretion whether a Product should be repaired, replaced, or a credit issued (see Section 4 of this Annex 5).
- 5.2.3 Nedap will pay the costs of shipping for any Product replacement or repaired Product that it determines is covered under this Warranty Policy. The applicable RMA will be closed once a repair has been performed, a replacement remedy has been shipped, or a credit has been issued.
- 5.2.4 If the warranty investigation determines that a returned Product is not subject to this Warranty Policy (i.e., because the applicable warranty period has expired, the product is in full working order, an exclusion applies as set forth in Section 3 above, or a warranty has otherwise been voided), the Returning Party will be charged a EUR 25,00 fee for the costs of the investigation. The Returning Party may decide within 15 working days to have the product returned at its own expense.