

I. GENERAL WARRANTY CONDITIONS

A. Subject to the exceptions and conditions below, **AutoLoader B.V.** (the "Company") warrants to the first end user and initial customer (the "Customer") the substantial conformance to its specifications of the logistics systems, which involve conveyor product transport, packaging, palletising, picking, sorting and/or storage, (the "Product") sold by the Company to be free from manufacturing defects in materials and workmanship for a period as specified in the Company quotation from date of installation (the "General Warranty Conditions"). This General Warranty Conditions is valid only when the Product, paid for in full, is installed at a business premises to be used in an industrial/commercial indoor application, and used under the required environmental conditions in accordance with the Company's applicable quotation, manuals, instructions and other documentation with adherence to all recommended service and maintenance. This General Warranty Conditions provides repair or replacement only of defective parts or Product, provided that the Company solely in its discretion authorizes the defective parts or Product for repair or replacement.

It is obligatory that Customer enters into a service and support agreement with the Company and engages the Company in training procedures in order to comply with the service and maintenance requirements described above.

B. The Company must receive notice of any warranty claim within the specified warranty period, and the Company must be notified within ten (10) days from the date of defect. Warranty starts at the moment Customer starts with operational use of the equipment. No warranty claims may be made more than the specified period plus 4 months from the date of delivery of the Product to the Customer.

C. This General Warranty Conditions is part of the Company's quotation and "General Terms & Conditions of Sales" documents. In the event of a conflict between the terms of this General Warranty Conditions and any other prior or later verbal or written document related to the Product, the quotation shall supersede this General Warranty Conditions, which shall supersede such other documents and terms.

D. Customer & Third Party Equipment. Any Customer owned or third party equipment and goods, such as machinery, hardware and software used or added to the Company's Product, is not covered by this General Warranty Conditions and the Company makes no representations or warranties on behalf of such third party equipment or goods. Any warranty on such products is from the third party supplier or licensor of such equipment or goods. Warranty on these products will be mentioned separately in technical specifications of the project.

E. These warranty conditions are only valid in the case Company **is able to do a** technical inspection at least one time every year during the warranty period. The customer will give access to the Product at least once a year.

II. REPAIR OR REPLACEMENT

A. If the Product shall be proved to the Company's satisfaction to be defective, within the specified warranty period, the Company's obligations under this General Warranty Conditions shall be limited to either repairing or replacing the Product or part, at the Company's sole discretion, if such defect was caused solely by defective workmanship and materials. Labor costs to repair or replace the defective Product or part shall be reimbursed to the Customer as approved of by the Company in advance and in writing at the Company's sole discretion. No other labor costs are included in this General Warranty Conditions.

B. Provided, however, that such repair or replacement shall not include product removal costs, shipping costs to the Company or its designated and authorized service provider, or re-installation costs of the part or Product. This General Warranty Conditions covers no travel or lodging costs or expenses, or overtime labor. Such repair or replacement shall be the Company's sole obligation and the Customer's exclusive remedy and shall be conditioned upon the Customer fulfilling its obligations under the Company's Warranty Claim Procedures below.

C. Adjustments, customisations, calibrations and/or other modifications are not covered by this General Warranty Conditions. The Customer shall contact the Company to assist with installation, start-up, adjustment/modifications, maintenance and any other service requirements.

III. PARTS NOT COVERED BY WARRANTY

The following parts are not covered by this General Warranty Conditions: all wearable and consumable parts, including but not limited to bearings, belts, chains, and rollers. The Company is not responsible for parts and components that are subject to wear, routine replacement parts, electrical parts, electronic parts, software and firmware. Any third party goods, equipment or services used to operate or augment the Company's Product, including but not limited to the operator panel, computers and electrical/ plumbing/ phone carrier/ telecommunications provider or other utility/ third party performance, are the sole responsibility of the Customer and the Company shall not be liable for any damages related thereto. The Customer shall hire certified/ licensed technicians to perform such electrical or other utility work or services.

IV. LIMITATIONS TO WARRANTY COVERAGE

The General Warranty Conditions set forth above applies only to the Customer and does not apply to any later owner and does not apply to any Customer where the products are used for unintended applications and usage. Furthermore, the General Warranty Conditions applies only if:

- (A) The Product has not been damaged in delivery, repaired, altered, converted or modified in any way by the Customer or any other person other than the Company or per the Company's instructions. Repair, alteration or modification using original Company or Company authorized spare parts must be completed by the Company or per the Company's instructions; and

- (B) The Product is installed, handled, used, maintained and stored in accordance with all of the Company's specifications, manuals and other documentation furnished to the Customer and any and all instructions of the Company, including compliance with proper environmental conditions; and
- (C) The Product has not been used for purposes other than or in a manner contrary to its intended use and normal use; and
- (D) The Product has not been damaged as a result of misuse, negligence, freezing, over-heating, electrical surge, accident or faulty repair or modification;
- (E) The Product has not been damaged by the effects of dirt, salt, water or hard water, lime scale, pollution, abrasive cleaners or cleaning detergents; and
- (F) The Product has not been damaged by acts of nature, fire, flood, earthquake or other natural catastrophe, or any other circumstances outside the control of the Company.

V. EXCLUSION OF WARRANTIES AND LIMITED LIABILITY

THE COMPANY DISCLAIMS ANY EXPRESS WARRANTY NOT PROVIDED HEREIN AND ANY IMPLIED WARRANTY, GUARANTY OR REPRESENTATION AS TO PERFORMANCE, QUALITY AND ABSENCE OF HIDDEN DEFECTS, AND ANY REMEDY FOR BREACH OF CONTRACT, WHICH BUT FOR THIS PROVISION, MIGHT ARISE BY IMPLICATION, OPERATION OF LAW, CUSTOM OF TRADE OR COURSE OF DEALING, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE COMPANY, AND ANY ONE ELSE WHO HAS BEEN INVOLVED IN THE CREATION, PRODUCTION, OR DELIVERY OF THIS PRODUCT (THE "Company PARTIES"), FURTHER DISCLAIMS ANY RESPONSIBILITY FOR LOSSES, EXPENSES, INCONVENIENCES, SPECIAL, INDIRECT, SECONDARY OR CONSEQUENTIAL, INCIDENTAL (INCLUDING DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, AND CONTINGENT DAMAGES WHATSOEVER, INCLUDING DAMAGES ARISING FROM OWNERSHIP OR USE OF PRODUCT, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF THE COMPANY OR THE Company PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THE COMPANY'S LIABILITY FOR ANY CLAIM OF ANY KIND, INCLUDING NEGLIGENCE, SHALL IN NO CASE EXCEED THE CONTRACT PRICE PAID BY THE CUSTOMER FOR THE PRODUCT CLAIMED TO BE DEFECTIVE OR UNSUITABLE. THE COMPANY SHALL NOT BE SUBJECT TO ANY OTHER OBLIGATIONS OR LIABILITIES, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORIES OF LAW, WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY THE COMPANY, OR ANY UNDERTAKING, ACTS OR OMISSIONS RELATING THERETO.

No representative, dealer, distributor or any other person or entity is authorized to enlarge, increase or change the scope of or modify in any way this General Warranty Conditions herein contained or otherwise implicate the Company as liable or responsible for claims not strictly in accordance with this General Warranty Conditions.

This General Warranty Conditions is governed by the laws of the Netherlands and shall benefit the Company, its successors and assigns.

V. WARRANTY CLAIM PROCEDURES

To assure the timely processing of warranty claims, the following procedures must be followed:

1. Upon discovery of a defect or malfunction by the Customer, the Customer must notify the Company for its inspection and/or authorization of return. The Customer shall provide the applicable name, model number and serial number of the Product or part, a description of the defect and scope of the problem, reason for the problem if known, and the date of the defect; and
2. If the return is authorized, the Customer shall provide the Company with any requested information or documentation related to the defective Product or part in order to process the Customer's claim and if applicable, service or ship the defective Product or part to the Company as instructed.

No claims can be made by Customer to the speed of this procedure. The Company will do its best to handle matters as soon as possible but will not guarantee delivery times upfront. The availability of spare parts rests solely with Customer.

VI. SEVERABILITY

If a term, section, provision or clause herein, or the application thereof to any person or circumstance is held invalid, void or unenforceable, such holding shall not affect and leave all other terms, sections, provisions, clauses or applications of this General Warranty Conditions remaining, and to this end this General Warranty Conditions shall be treated as severable.