



LIMITED WARRANTY AGREEMENT

Products

This document contains the sole and exclusive warranty for the following Lely North America Inc. ("Lely") products:

DISCOVERY® MOBILE BARN CLEANER
ASTRONAUT® MILKING ROBOT SYSTEM
JUNO® FEED PUSHER
COSMIX® CONCENTRATE FEEDER
LUNA® COW BRUSH
GRAZEWAY® SELECTION GATE
SHUTTLE® MILK SAMPLING DEVICE
E-LINK® REMOTE CONTROL
VECTOR® AUTOMATED FEEDING SYSTEM
TITANIA® LIQUID DISPENSER

Coverage

All Lely genuine products and parts (except as noted below) are warranted for end-use by the original purchaser (and to no other purchaser or transferee) to be free from defects in material and workmanship, subject to the terms and conditions of this written warranty. It will be the sole determination of Lely if the product or part is subject to this warranty.

All Lely Certified Pre-Owned (CPO) products and parts come with the standard Limited Product Warranty, without the extended warranty items on parts as described in Appendix 19 of the warranty terms. It will be the sole determination of Lely if the product or part is subject to this warranty.

This warranty does not apply to wear parts (e.g., tires, belts, chains) and consumables (e.g. liners, chemicals), nor to kits, assemblies and parts with a value below \$20 US/\$25 CDN.

Duration

All products and parts are warranted for twelve (12) months, beginning on the first day of product operation, whether by installation, demonstration, training or the first milking, except for those parts listed in Appendix 19 attached hereto, which are warranted for the period of time stated therein.

Replacement parts provided pursuant to this warranty will be warranted for the remainder of the original part's warranty period.

Remedy

Lely or its representatives will repair or, at its option, replace any defective product or part thereof without charge for the defective product or part. The customer is responsible for all travel or labor costs incurred in repairing or replacing any such product or part.



How to Obtain Warranty Coverage

To make a warranty claim, notify the Lely Center from which the product was purchased promptly upon discovery of any claimed defect within the warranty period. Promptly upon receipt of notice of a claimed defect, the Lely Center shall attempt to validate the existence of the defect and, upon determination that a warranted defect exists, the Lely Center will effectuate the appropriate remedy.

Exclusions

Labor and travel expenses are not covered by this warranty. In addition, this warranty does not cover damage caused by normal wear and tear or by use of equipment or components not supplied by Lely. All warranty claims of any nature are barred if the product or part has been altered, damaged or in any way physically changed; subjected to abuse, misuse, negligence or accident, or improper application, service, operation or maintenance, including as a result of any of the following:

- A. Abnormal use of the equipment which does not conform to the specifications stated in the Operator's Manual or Operator's Service and Maintenance Certification Program.
- B. Service by technicians other than Lely-authorized service technicians.
- C. Use of non-genuine Lely parts.
- D. Assembly parts and/or service kits.
- E. Incidents such as freezing, ice, fire, flood, inundation, or any other form of excessive water, or lightning.
- F. Defects of the electrical system or grounding.
- G. The use of chlorinated chemicals on or near the robot.
- H. Use of compressed air that does not meet the quality standards set in the Operator's Manual.
- I. Hacking activities, computer viruses or related problems.
- J. Damage caused by vermin or pests.
- K. Failure to execute a mandatory update or software update.

The foregoing warranty shall apply only if the equipment is installed by an authorized Lely Center, and operated at all times according to the maintenance, safety, training or other instructional guidance provided by Lely or Lely's authorized representative.



Limitations

THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, WRITTEN OR ORAL. LELY AND ITS REPRESENTATIVES DISCLAIM AND EXCLUDE ANY IMPLIED WARRANTY, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTY ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

Except as provided by law, Lely's sole obligation, and the purchaser's sole remedy, with respect to the products shall be the performance of Lely's responsibilities under this warranty.

IN NO EVENT SHALL LELY OR ITS REPRESENTATIVES BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER FOR BREACH OF WARRANTY OR OTHER CONTRACT BREACH, NEGLIGENCE OR OTHER TORT, STRICT LIABILITY OR ON ANY OTHER LEGAL THEORY. Without limiting the generality of the foregoing, Lely specifically disclaims any liability for property damage, penalties, special or punitive damages, damages for lost profits or revenues, downtime, slowdown, lost goodwill, cost of capital, cost of substitute goods, or for any other types of economic loss, or for claims of purchaser's customers or any third party for any such damages, costs or losses. Purchaser shall indemnify Lely against any and all losses, liabilities, damages and expenses (including, without limitation, attorneys' fees and other costs of defending any action) that Lely may incur as a result of any claim by Purchaser or others arising out of or in connection with this warranty.

No employee, agent, dealer or distributor of Lely is authorized to extend or expand the coverage of this warranty.

Applicable Law

Any disputes regarding this limited warranty, including claims for breach of this limited warranty, shall be subject to arbitration as set forth below.

This Agreement shall be governed by and shall be construed according to the internal laws of the State of Iowa without reference to conflicts of laws principles. **THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL NOT BE GOVERNED BY THE 1980 U.N. CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS.**



ARBITRATION

Arbitration

Please read this Arbitration Agreement carefully. It affects the legal rights of each party. Under this Agreement, you waive your rights to try any covered dispute in court before a judge or jury and to bring or participate in any class or other representative action.

In this Arbitration Agreement, “you”, and “your” refer to the customer(s) identified above, and “we”, “us”, and “our” refer to Lely North America, Inc. (“Lely”), including any and all companies and firms and legal entities which Lely controls, by which Lely is controlled or which is under control of Lely Holding B.V., as well as the dealer from whom you purchased your Lely product, including any and all companies, firms and legal entities with respect to which nor or hereafter the dealer controls, is controlled by or under common control with.

Arbitration is a way of deciding claims or disputes by a neutral person called an arbitrator. An arbitrator follows less formal procedures than a judge in court does. The ability to obtain information from the other party may be more limited in arbitration than in a trial court and you or we may be giving up other rights that each of us would have in court. An arbitrator decides the claims or disputes with a binding award, which may be enforced by a court, but a court’s review of an arbitration award is limited.

By signing below, you agree to be bound by the terms of this Arbitration Agreement. This Arbitration Agreement applies to any claim, cause of action, proceeding, or any other dispute between you, on the one hand, and us, our respective parents, subsidiaries, affiliates, agents, employees, predecessors-in-interest, personal representatives, heirs and/or successors, and assigns, on the other hand (each a “Claim” or together “Claims” as further defined under the heading “Claims Covered by Arbitration”), including all questions of law or fact related thereto. Pursuant to this Arbitration Agreement, either you or we may elect in writing, and without the additional consent of the other, to arbitrate all Claims covered by this Arbitration Agreement.

Claims Covered By Arbitration

Claims subject to our Arbitration Agreement shall include all of the following:

- (1) Claims related to or arising out of this Arbitration Agreement or that relate to the construction, scope, applicability, or enforceability of this Arbitration Agreement.
- (2) Claims related to or arising out of the manufacture of any Lely product or your purchase of any Lely products or services from a Lely Center dealer, including but not limited to any claim based on any asserted warranty, any aspect of any other relationship between us that is governed by your purchase of any Lely product or services, or any contract related to such purchases, whether based in contract, tort, statute, regulation, or any other legal theory.
- (3) Claims related to or arising out of any contracts with or services performed by any Lely dealer in connection with or related to any Lely product or service you purchased. Claims include Claims that arose before we entered into this Arbitration Agreement (such as Claims related to advertising) and after termination of this Arbitration Agreement or any contract you may have



with us. Any Claim between you and us or our employees, agents, successors or assigns, shall, at your or our election (or by the election of any third party who may have rights to enforce this agreement), be resolved by neutral, binding arbitration and not by court action. If federal law provides that a claim or dispute is not subject to binding arbitration, this Arbitration Agreement shall not apply to such claim or dispute.

Claims subject to our agreement to arbitrate shall **not** include:

- (1) any Claim that can be filed in a small claims court, so long as the Claim remains in such court and advances only an individual claim for relief.
- (2) Claims asserted by way of a cross claim, counterclaim or any similar device against a party who has initiated a proceeding in court or other non-arbitral forum by any other party to that proceeding.
- (3) use of any self-help remedies, such as repossession, or the filing an action to recover any Lely product.

Commencing an Arbitration

Unless all parties agree in writing, the arbitration must be conducted by an arbitrator with JAMS/Endispute (“JAMS”) under JAMS’ Comprehensive Arbitration Rules & Procedures or Streamlined Arbitration Rules & Procedures, including JAMS’ Consumer Minimum Standards, except as modified by this Arbitration Agreement. JAMS’ Class Action Procedures shall not apply. JAMS’ rules may be obtained from www.jamsadr.com or 1-800-352-5267 (toll free). If the value of any Claim at issue exceeds the dollar value of the then applicable limitation for using the JAMS’ Streamlined Arbitration Rules & Procedures, the parties by mutual agreement at that time may elect to utilize other applicable JAMS’ arbitration rules. If the chosen arbitration forum is for any reason unable to serve, then the parties may agree to a comparable substitute organization. If the parties are unable to agree, then a court of competent jurisdiction shall appoint a substitute organization.

Arbitration Procedure

The arbitration shall be decided by a single neutral arbitrator selected in accordance with JAMS’ rules, as applicable. The arbitrator will decide the dispute in accordance with the terms of our Arbitration Agreement and applicable substantive law, including the Federal Arbitration Act and applicable statutes of limitation. The arbitrator shall honor claims of privilege recognized at law. The arbitrator may award damages or other relief (including injunctive relief) available to the individual claimant under applicable law. The arbitrator will not have the authority to award relief to, or against, any person or entity who is not a party to the arbitration. The arbitrator will take reasonable steps to protect financial information and other proprietary or confidential information. Any arbitration hearing shall take place in the federal judicial district that includes your home address, unless you and we agree in writing to a different location or the arbitrator so orders. If all Claims are for \$10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in- person hearing in accordance with JAMS’ rules.



At your or our request, the arbitrator will issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. The arbitrator's award shall be final and binding, subject to judicial review only to the extent allowed under the Federal Arbitration Act. You or we may seek to have the award vacated or confirmed and entered as a judgment in any court having jurisdiction. No Class Action or Joinder of Parties

You and we agree that no class action, private attorney general, or other representative claims may be pursued in arbitration, nor may such action be pursued in court if either you or we elect arbitration. Unless mutually agreed to by you and us, Claims of two or more persons may not be joined, consolidated, or otherwise brought together in the same arbitration (unless those persons are joint purchasers, or parties to a single transaction or related transaction). If this specific paragraph is determined by the arbitrator to be unenforceable, then this entire provision shall be null and void.

Arbitration Costs

Unless the applicable arbitration rules at the time of filing a Claim are more favorable to you, we will advance (i) all arbitration costs in an arbitration that we commence, and (ii) the first \$1,500 in arbitration filing, administration, and arbitrator's fees in an arbitration that you commence. The amount we pay may be reimbursed in whole or in part by the decision of the arbitrator if the arbitrator finds that any of your claims is frivolous under applicable law. Each party shall be responsible for its own attorney, expert and other fees, though, to the extent allowed by applicable law and the Arbitration Agreement, the arbitrator may award arbitration costs and attorneys' fees to the prevailing party.

Applicable Law

You and we agree that you and we are participating in transactions that involve interstate commerce and that this Arbitration Agreement and any resulting arbitration are governed by the Federal Arbitration Act. To the extent state law applies, the laws of the State of Iowa shall apply. No state statute pertaining to arbitration shall apply.

Severability

Except as this Arbitration Agreement otherwise provides, if any part of this Arbitration Agreement is deemed to be invalid or unenforceable by the arbitrator, that part will be severed from the remainder of this agreement and the remainder of this agreement will be enforced.



General Notes and Signature

The signature below confirms that the Customer has:

- 1) Received and read the Operator Manual for their Lely equipment.
- 2) Been thoroughly instructed as to equipment care and safe operation of their Lely equipment.
- 3) Understand and agree to the Lely Product and Services Terms & Conditions as described in this document.

Customer Signature	Date
Customer Name (printed)	Address



Appendix 19:

LELY PARTS WITH EXTENDED MACHINE WARRANTY
--

Item number	Description	Total warranty
5.1004.6134.0	Sensor PMD 3D IFM 03D0214	2 years
5.1005.3754.0	TDS-2 (Type-2)	4 years
5.2011.1069.0	Drive wheel MFR	2 years
5.2013.0221.0	Wheel PUR 80" shore A	2 years
6.2001.0225.0	PCB ADS3622 FG main PCB	3 years
6.2001.0226.0	PCB ADS3846 MFR Main PCB	5 years
9.1184.0108.0	Gearbox high speed auger motor	3 years
9.1184.0125.0	Lift motor assembly	2 years
9.1184.0126.0	Closing motor assembly	2 years
9.1185.1182.0	Vacuum pump	2 years
9.1188.0096.0	Converter DC/DC	5 years
9.1190.0224.0	MFR Charge PCB	5 years
9.1190.0772.0	Mod Alarm	2 years

Appendix 19b: Third party Spare part Warranty (runs from date of production)

THIRD PARTY SUPPLIER PARTS WITH EXTENDED WARRANTIES (runs from date of production)

Item number	Description	Total warranty
9.1138.0467.0	Valve	2 years
9.1185.0355.0	Nedap Qwes ISO ID NeckTag	3 years
9.1185.0481.0	Nedap Qwes ISO LD NeckTag	3 years
9.1185.0499.0	Qwes ISO LD Plus 922Mhz(1pce)	3 years
9.1185.1116.0	Nedap Qwes ISO LD Smart NeckTag	3 years
9.1185.1190	Sensor QWES ISO LD plus (1pce)	3 years
9.1187.0863.0	L4C LED Control box incl. light sensor with lens	2 years
9.1187.0864.0	L4C LED Control box (slave)	2 years
9.1187.0866.0	L4C LED Switch box	2 years
9.1187.0911.0	Geartray for L4C 30N luminaire	5 years
9.1187.0912.0	Geartray for L4C 17N luminaire	5 years
9.1187.0913.0	Geartray for L4C 17 luminaire	5 years
9.1189.0295.0	SCR Qwes HR-LDn	4.5 years