



## Big Dutchman, Inc. Limited Warranty

Big Dutchman, Inc. (“**Big Dutchman**”) warrants to original purchaser (“**Buyer**”) that goods manufactured solely by Big Dutchman (“**Products**”) will be free from defects in material or workmanship under normal and intended use and service for a period of one year from delivery date of the Products except that the Products shall not be defective to the extent that (i) they conform with drawings of or specifications for or a sample of goods that have been approved by Buyer; (ii) they conform with goods, testing results, dimensional layouts or manufacturing methods that have been submitted and approved by Buyer; (iii) they are damaged due to the method or length of storage by Buyer; or (iv) to the extent they conform to the specifications as changed or waived if Buyer’s representative agrees, either orally or in writing, to the change in or waiver of the specifications for any Product.

In the event of a defect in any Products constituting a breach of the warranty provided herein, Big Dutchman 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. Big Dutchman shall furnish to Buyer instructions for the disposition of the defective goods. Big Dutchman shall have the option of requiring the return of the defective goods, transportation prepaid, and proof that the goods were not used, installed or altered or subject to misuse or abuse to establish the claim. No goods shall be returned to Big Dutchman without its prior consent. The acceptance of any goods returned to Big Dutchman shall not be deemed an admission that the goods are defective or in breach of any warranty, and if Big Dutchman determines that the goods are not defective they may be returned to Buyer at Buyer’s expense. This warranty sets forth Buyer’s sole and exclusive remedies for any defect in the goods. The rights and obligation under this warranty may not be assigned or delegated to a third party by Buyer without the prior written permission of Big Dutchman. 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 Big Dutchman.

EXCEPT AS STATED IN ABOVE, BIG DUTCHMAN 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 BUYER IS SOLELY RESPONSIBLE FOR DETERMINING THE PROPER APPLICATION AND USE OF THE GOODS.

Big Dutchman makes no representation or warranty that individual animals, or any given population of animals, will utilize any of Big Dutchman’s goods in the manner for which the goods were intended or designated. Any component parts that are not manufactured by Big Dutchman, such as electrical motors and controls, are excluded from any warrant by Big Dutchman, 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 Big Dutchman or if the goods are not purchased from and installed by an authorized distributor or company warehouse, or installed and operated in accordance with Big Dutchman’s specifications and instructions.

BIG DUTCHMAN SHALL NOT HAVE ANY TORT LIABILITY TO BUYER OR ANY OTHER PERSON WITH RESPECT TO ANY OF THE GOODS OR SERVICES AND SHALL NOT BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY, INDIRECT OR PUNITIVE DAMAGES ARISING FROM ANY PRODUCT DEFECT, DELAY, NONDELIVERY, RECALL OR OTHER BREACH. BUYER SHALL NOT HAVE ANY RIGHT OF REJECTION OR OF REVOCATION OF ACCEPTANCE OF THE GOODS.

### **Big Dutchman, Inc.**

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