

## Product Warranty

1. Subject to the conditions of warranty set out in Clause 2 the Dairy Technology Services (**DTS**) warrants that if any defect in any workmanship for a product manufactured by DTS becomes apparent and is reported to DTS within twelve (12) months of the date of delivery (time being of the essence) then DTS will repair the defect or replace the goods.

2. The conditions applicable to the warranty given by DTS are:

(a) The warranty shall not cover any defect or damage which may be caused or partly caused by or arise through:

- i) Failure on the part of the customer to correctly set up, apply, fit, use or maintain the product in accordance with any instructions, guidelines or manuals provided by DTS; or
- ii) Any use of any product otherwise in accordance with its usual purpose, unless specified otherwise on a quote or order form; or
- iii) The continued use of any product after any defect becomes apparent or would have become apparent to a reasonably prudent operator or user; or
- iv) any fault in the 240 volt power supply to the product or damage by electrical spikes, power surges or lightning. The customer is responsible for taking insurance cover for such risk or implementing risk management precautions, such as the installation of an in-line UPS power supply and regulator; or
- v) Fair wear and tear, any accident or act of God.

(b) The warranty shall not cover:

- i) Damage to other products (apart from those covered by warranty), or other losses, loss of profits, damages or injuries or consequential loss; and
- ii) Any claim that is not made within the applicable warranty period, and in accordance with the procedures and requirements set out in clause 2(c).

(c) DTS shall be under no obligation to make good or replace the product pursuant to the warranty except if the following procedures and requirements shall have been complied with and met in respect of any claim:

- i) DTS shall be notified of any defect as soon as the defect becomes apparent to the customer; and
- ii) The customer shall use their best endeavours, whether directly or indirectly, to provide DTS or its agent an opportunity of inspecting the product and the site upon which the defect has occurred or first become apparent; and
- iii) Payment for the product being completed as agreed.

(d) The warranty shall cease and DTS shall thereafter in no circumstances be liable under the terms of the warranty if:

- i) the product is fitted to or used on any application other than any application which is specified in an order or quote form, or natural intended use; or
- ii) the product is repaired, altered or overhauled without DTS's consent. Note that if an agent who is not authorised by DTS attempts to repair or fix a fault without the consent of DTS, the customer shall be liable for any expenses incurred.

(e) In respect of all claims, DTS shall have the sole and unaffected discretion to decide whether repairs shall be made to the product or whether the product shall be replaced, and in either case DTS shall not be liable to compensate the customer for any delay in either replacing or repairing the product or in properly assessing the customer's claim.

(f) Where a fault in the product(s) interferes with the normal milking operation it is the responsibility of the customer to resort to normal milking operation by removing the product from the milking equipment.

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3. Under no circumstances shall DTS be liable for any loss or damage (including, but not limited to, loss of profits, lowering of milk grades or consequential losses) arising from use of DTS products either on a stand alone basis or in conjunction with other products.
4. This warranty is to be read in conjunction with any "Warranty Card" that is supplied with the product. If there are any inconsistencies between any other warranties provided in respect to a product and this warranty then the warranty contained in this document shall prevail.
5. For products not manufactured by DTS the warranty shall be the current warranty provided by the manufacturer of the product. DTS shall be under no liability whatsoever except for the express conditions as detailed and stipulated in the manufacturers warranty (if any).