## **Dairy Products Limited Warranty**



**North West Rubber Ltd**. ("NWR") offers the following limited warranty on mats and rolls for dairy alleyway and holding areas. This also includes the Free Stall and Tie Stall Systems.

1. NWR warrants that all products it supplies will meet the applicable product specifications specified by NWR and will be free from defects in material and workmanship at the time of shipment from NWR and for (1) one year (the "Initial Warranty Period") thereafter. If defects appear during the Initial Warranty Period, NWR will, at its sole option and as the customer's exclusive remedy, repair or replace the defective product. If there are defects in material and workmanship subsequent to the Initial Warranty Period and up to five (5) years from the date of delivery, NWR will replace the product and charge the customer the following amounts based on current prices (plus tax) at the time of replacement:

Within 1<sup>st</sup> year -- 0 % Within 2<sup>nd</sup> year....25 %

Within 3<sup>ra</sup> year....50 % Within 4<sup>th</sup> year....75 % After 4<sup>th</sup> year...100 %

\*Note: The rate of wear of rubber mats/rolls is directly connected to the volume of traffic. Installations with greater herd sizes and higher milking frequency will experience greater wear. Any warranty calculations will take this into account.

- 2. The Warranty only applies, provided that NWR receives written notice (mailed to address below) of the defect along with proof of purchase. To claim under the Initial Warranty Period, the receipt of the required information by NWR must be within ten (10) days of the end of the Initial Warranty Period.
- **3.** This Warranty applies to materials only and does not include any other cost, such as delivery, installation, removal, labor or special cutting costs. This Warranty is not transferable.
- **4.** Any defect determined by **NWR** not to be due to a defect caused by NWR (e.g., if it is attributable to alteration, modification, negligence, or misuse by the customer or another person of the material in an application other than for which the product was designed) is not covered by this Warranty.
- 5. Elongation/stretch or normal wear based on product specifications are not covered under warranty.
- 6. Warranty is void if not properly installed as per installation instructions.
- 7. THIS IS THE ONLY WARRANTY OFFERED BY *NWR*. *NWR* EXPRESSLY DISCLAIMS ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, , INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- **8.** Designs, data, and other technical information supplied by NWR are supplied "AS IS" and are not covered by this or any other warranty, except as expressly stated otherwise in writing by NWR
- **9. NWR** has no control over how its products and technology will be used by its customers. NWR does not make any representations or warranties that its products or technology will work in specific applications.
- **10.** IN NO EVENT WILL *NWR* BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF USE OR OTHER ECONOMIC LOSS. IN NO EVENT WILL *NWR'S* LIABILITY UNDER THIS WARRANTY EXCEED THE AMOUNT PAID BY THE CUSTOMER TO *NWR* FOR THE PRODUCT AT ISSUE.

\*Original Proof of Purchase Required\*

2/12/2019