

**A. WARRANTY**

1. **Equipment, Parts and Accessories.** DeLaval warrants to the original purchaser only for the duration of the Warranty period specified below that DeLaval® brand equipment, parts and accessories (“**Products**”) will be free from defects in material and workmanship.
2. **Services.** DeLaval warrants to the original purchaser only for the duration of the warranty period specified below that services provided by DeLaval (“**Services**”) shall be provided in a good and workmanlike manner.
3. **Dealer Qualification** Items being submitted for warranty must have been installed and serviced by a DeLaval certified technician in the product area of the products that are being submitted for warranty. If Applicable
4. **Software.** DeLaval warrants to the original purchaser only for the duration of the warranty period specified below that (1) the media on which the application software is provided will be free from defects in material and workmanship under normal use and that (2) the application software will conform, as to all substantial operational features, to DeLaval’s specifications when installed and will be free of defects which substantially affect system performance.
5. **Chemicals.** DeLaval warrants to the original purchaser only that the chemicals will meet the specification provided on label until the expiry date for such chemical.

**B. WARRANTY PERIOD****1. In General.**

<b>Item</b>	<b>Warranty Period</b>
• Products	• 12 months
• Services	• 3 months
• Software	• 3 months
• Chemicals	• Until the expiry date for the chemical

The warranty period will commence on the installation date unless otherwise indicated.

**2. Exceptions.**

- a. **Consumables** – except as otherwise provided for in this Warranty, consumables are not warranted. Consumables without warranty include but are not limited to nipples, gaskets, paper goods and other normal wearable and replaceable parts.
- b. **Rubber Goods**
  - Components
  - Inflations and liners – Based on the number of milkings as stated on the packaging.
  - All other rubber components – 6 months from the invoice date
  - R10, R12, R16, R17, R18P cow mats – 5 years from the installation date, 3 year full and years 4 and 5 pro-rated (as set forth below for ERS Heat Recovery Units)

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- c. **Safety Boots** – the warranty period is 6 months from invoice date
  
- d. **ERS Heat Recovery Units**
  - 5 year (60 months) from the installation date. In the event the Product cannot be repaired, then Buyer is entitled to the following:
  - Through month 36 – full coverage. Buyer is entitled to full refund of the [net] purchase price (“**Purchase Price**”), excluding labor, shipping and taxes.
  - Months 36-60 – coverage prorated by the number of months remaining until month 60 divided by 24 months.
  - If the unit fails in month 38, the refund is calculated as follows:  $22/24 \times \text{Purchase Price}$
  - If the unit fails in month 58, the refund is calculated as follows:  $2/24 \times \text{Purchase Price}$
  
- e. **Smooth Operator Milk Pump Control**

18 months from the installation date on electronic control **only**. Milk pump motor, float switches, probes or electronic filters subject to standard 1 year limited warranty
  
- f. **LVP Vacuum Pump**

2 years from the installation date on pump head on complete system.
  
- g. **DeLaval Transponders**

3 years from the date code stamped on the transponder.
  
- h. **Comfort Mat II plus, Della Tie Stall and Freestall Comfort Mats, M40R, CM20**

3 years from the installation date.
  
- i. **Activity Meter**

10 years from date code on meter. 3 year full and years 4-10 pro-rated (as set forth above for the ERS Heat Recovery Units).
  
- j. **DXNAF and DXNA Series Bulk Tanks**

5 years from the installation date on the structural integrity of tank (including cooling plates, frame and outer wrapper, but excluding thermometer, thermostat, agitator drive, electronics and paddle or rubber items).
  
- k. **PR3100 HD Rotary**

3 years from the installation date on the structural integrity of the platform and on the bails (including the drive assemblies, user interface, retract cylinders, swing arms and Rubber Mats, but excluding the retract chains and CIP doors). Effective 12/01/2014
  
- l. **Milk meters and flow indicators**

3 years from the installation date for MM27 and FI7
  
- m. **MPC100- Automation**

3 years from the installation date for MPC130s and MPC150s, (coverage is for the unit only; not connected equipment such as valves)

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**n. Delpro for Parlor system**

The warranty period is one year from date of install unless Customer has an ISAI – InService all inclusive. Then three year warranty will apply on User interface, System Controller, MPC680. Effective 07/01/2019

**o. Teat Sprayer Robot**

The warranty period is one year from date of install unless Customer has an ISAI – InService all inclusive. Then three year warranty will apply. Effective 07/01/2019

**p. P500 Stalling**

The warranty period is one year from date of install unless Customer has an ISAI – InService all inclusive. Then three year from date of install warranty will apply. Components covered under In Service all inclusive – Synchronosweep, Cylinders, Frames, Exit Panel, Sequencing Gate, Synchroarch, Entrance Gate, Buttpan , Buttpan Gutter, Power supplies, Filter regulator, Synchrocontrol module, power distribution box, raceway, Air valves, IO modules.

**q. E500 HD Rotary**

The warranty period is three years from date of install unless Customer has an ISAI – InService all inclusive. Then five year from date of install warranty will apply, from the start of milking on the structural integrity of the platform and on the bails (including the drive assemblies, AUX swivel, Swivel, Rollers, Gates , switches, RC5 controller, retract cylinders, swing arms and Rubber Mats, but excluding the retract chains and CIP doors).

**r. MA series Automation**

The warranty period is one year from date of install unless Customer has an ISAI – InService all inclusive. Then three year warranty will apply on IO ,CCM, Button module, System Controller.

**s. E300 Rotary**

The warranty period is three years from date of install unless Customer has an ISAI – InService all inclusive. Then five year from date of install warranty will apply, from the start of milking on the structural integrity of the platform and on the bails (including the gearbox, drive motor, user interface, switches, RC3 controller, Air retract cylinders, swing arms and Rubber Mats, but excluding the retract chains and CIP doors. Vacuum cylinders are limited to 3 years).

## VMS Classic CAP program extended warranty

The below warranty is only available to customers who commit to the CAP 2, CAP 3 and CAP 4 levels of the CAP program. Signed CAP agreement must be on file.

### 2 Years

- Touchscreen
- Camera and its components
- Hydraulic Accumulator

# Limited Warranty

## 3 Years

- X-Axle Cylinder -- Repair Kit for Cylinder Head 2007 not included
- Y- Axle Cylinder -- Repair Kit for Cylinder Head 2007 not included
- Z-Axle Cylinder -- Repair Kit for Cylinder Head 2007 not included
- MM27 Milk Meter
- Shut Off Valve Housing
  
- Stainless Steel Valve Housings
- Valve Actuator Housings
- Printed Circuit Boards
- Feed Manger Cylinder
- Feed Dispenser
- Entrance and Exit Gate Cylinders
- Hydraulic Power Unit
- ACR (Retract) Cylinder Housing
- Charge Vessel, Wash Trough, End Unit (Receiver)
- Milk Pump Housing
- Sanitary Trap Body

## 5 Years

- Door Cylinders
- Floor Flush Pipe and Nozzles

## 10 Years

- VMS Doors, Covers, and Cabinets
- VMS Stall, Frame and Gates
- Robot Arm Body
- Outer Arm

# Limited Warranty

## **VMS V300 Extended Warranty Program with In Service All Inclusive**

The below warranty is only available to customers who commit to the InService All Inclusive and In Service All Inclusive Plus. If an InService contract is signed then the warranty coverage on VMS unit is one year from date of install.

### •2 Years

- Touchscreen
- Camera and Its Components
- Encoder

### •3 Years

- X-Axle Cylinder
- Y- Axle Cylinder
- Z-Axle Cylinder
- MM27 Milk Meter
- DelPro System Controller
- Shut Off Valve Housing
- Stainless Steel Valve Housings
- Valve Actuator Housings
- Printed Circuit Boards
- Feed Manger Cylinder
- Feed Dispenser
- Entrance and Exit Gate Cylinders
- Hydraulic Power Unit
- ACR (Retract) Cylinder Housing
- Wash Trough, End Unit (Receiver)
- Milk Pump Housing
- Sanitary Trap Body

### •5 Years

- Floor Flush Pipe and Nozzles

### •10 Years

- VMS Doors, Covers, and Cabinets
- VMS Stall, Frame and Gates
- Robot Arm Body
- Outer Arm

## **Rubber BfR liners (Canada only)**

- 1200 milkings or 2.5 months from installation, whichever comes first
- 1500 milkings or 3 months from installation, whichever comes first
- 2500 milkings or 6 months from installation, whichever comes first

## **Silicone Liners**

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- 5000 milkings or 1 year from installation, whichever comes first

**NOTE:**

Warranty claims on liners with nipple cuts will be viewed with extreme prejudice. Warranty will only be provided if the cuts are proven to be caused by material failure. Before sending liners for a warranty claim for nipple cuts, care should be made first to ensure the cuts are not caused by sharp claw inlets or abuse of liner by cows stepping on them or clusters dropping to the floor.

- **Extended warranty time frame for replacement parts:** When replacing parts within the extended warranty period the replacement part has what time is left on the extended warranty contract. If the extended warranty contract has less than 1 year left on the contract then a new one year from date of install will go into effect under standard warranty policy.

**Transferable In service All In inclusive**

In service All Inclusive contract can be transferred with new ownership for the remaining time left on the initial contract. Contract must be signed by new owner to become valid.

- C. DELAVAL'S OBLIGATION UNDER WARRANTY.** DeLaval's sole obligation under the above warranty shall be to repair or replace Products or redo any Service for which DeLaval is responsible during the warranty period or extended warranty period. DeLaval does not assume responsibility for delays in replacement or repair of Products. Products repaired or replaced as well as Services performed by DeLaval under warranty shall be warranted for the balance of the specific legal rights, and particular purchasers may also have other rights which may vary from jurisdiction to jurisdiction.
- D. DISCLAIMER OF ALL OTHER WARRANTIES.** NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, ARE GIVEN, AND DELAVAL EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING AND WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Some jurisdictions do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to particular buyers.
- E. LIMITATIONS.** No salesperson, representative, dealer or agent of DeLaval is authorized to make any guaranty, warranty, or representation that contradicts the terms contained in the Limited Warranty. Any warranties, representations or statements that differ from the foregoing, whether oral or contained in advertisements or sales brochures, are unauthorized by DeLaval and become the warranty solely of the party making them. Any waiver, alteration, addition or modification to the warranties contained herein must be in writing and signed by authorized representatives of DeLaval to be valid, binding, and enforceable. DeLaval does not assume responsibility for any specific application to which any Products are applied including, but not limited to, compatibility with other equipment. All statements, technical information, or recommendations relating to the Products are based upon tests believed to be reliable, but do not constitute a guaranty or warranty. DELAVAL SHALL NOT UNDER ANY CIRCUMSTANCES WHATSOEVER BE LIABLE TO ANY PARTY FOR LOSS OF PROFITS, DIMINUTION OF GOOD WILL, OR ANY OTHER SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES WHATSOEVER WITH RESPECT TO ANY

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CLAIM IN CONNECTION WITH DELAVAL PRODUCTS. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to particular purchasers.

- F. NO GUARANTEE OF PERFORMANCE.** Due to the wide variation in farm animals, management practices and other conditions beyond DeLaval's control, no specific level of performance of the Product or the system in which it is used or the Service, is guaranteed, Any representations or descriptions regarding the Product or Services contained in brochures, advertisements or catalogs are approximate only and do not create any warranty or other obligation upon DeLaval.
- G. WHAT MAY VOID THE WARRANTY.** Excluded from DeLaval's limited warranty are damages caused by the following:
1. Ordinary wear and tear (including ordinary erosion or corrosion);
  2. Failure to use, maintain or clean the Product in accordance with DeLaval's operator's manuals;
  3. Modification or repair by Buyer or any non-authorized DeLaval service provider; or
  4. Misuse, misapplication, abuse, accident, or neglect;
  5. Failure of the facility where the Product is installed to comply with the National Electric Code;
  6. Damage to electronic Products caused by lightning;
  7. Failure by the purchaser to follow the Return Appointment Process set forth below; or
  8. Any other matter outside DeLaval's control.
- H. EXCLUSION OF OTHER REMEDIES.** The Buyer has evaluated the risk of failure of the Product and/or Services and that risk is reflected in the Purchase Price. It is the intention of the parties that their legal rights, remedies and liabilities be governed solely by the terms of this Limited Warranty. **IN CONSIDERATION OF THIS LIMITED WARRANTY AND THE REMEDIES SET OUT ABOVE, THE BUYER WAIVES ANY AND ALL OTHER CLAIMS AND CAUSES OF ACTION AGAINST DELAVAL RELATING TO THE DESIGN, MANUFACTURE, SALE, INSTALLATION, USE OR OPERATION OF THE PRODUCT OR THE PROVISION OF THE SERVICES INCLUDING BUT NOT LIMITED TO CLAIMS FOR DAMAGES OF ANY KIND BASED ON BREACH OF CONTRACT, STRICT LIABILITY, PRODUCTS LIABILITY, NEGLIGENCE OR OTHER FAULT OF DELAVAL.**
- I. RETURN APPOINTMENT PROCESS.** As a condition precedent to the above Limited Warranty, Buyer must contact DeLaval or dealer within thirty (30) days of failure and identify the specific Product or Service, including the serial number or other identifying information requested by DeLaval, and a description of the defect.
- J. TRANSPORTATION COSTS.** DeLaval or a DeLaval authorized dealer will pay surface freight to return products or parts covered by this Limited Warranty. However, if DeLaval determines in the exercise of its reasonable but sole discretion that the Product returned for warranty service is not defective, or does not otherwise qualify for warranty service, purchaser shall be liable for all costs of handling and transportation or disposal.