

ANIMAT PRODUCTS' LIMITED WARRANTY

The Ani-Mat product will be replaced if, in Ani-Mat's sole judgment, it proves to be defective in material or workmanship under normal use, during the warranty period ("Warranty Period") set forth below, effective from the date ("Date of Purchase") on which the original consumer purchased the product. This warranty is extended only to the original purchaser of the product.

WARRANTY PERIOD: 2 + 5 years

<u>For two years from the date of purchase</u>, Ani-Mat will replace the warranted products, if proven defective, at no cost to the purchaser for parts, shipping, and labor.

For five years (60 months) following the expiration of the above two-year limited warranty: Ani-Mat will replace the warranted products, if proven defective, based on the remaining number of months left in the 72-month prorated warranty. The resulting fraction will be applied to determine the replacement cost under the warranty.

Example: Month 36 so 36/72 = ratio of ,50 so it is MSRP X .5= cost of parts to replace replacement cost under this 72-month prorated warranty is limited to the product itself in proportion to the remaining duration of the prorated warranty, and does not include shipping, labor, nor any other installation or replacement costs.

Replacement units and repair parts are warranted only for the remaining portion of the original unit's warranty period.

WARRANTY CLAIMS:

All warranty claims must be made to the authorized Ani-Mat dealer from whom the product was purchased no later than thirty (30) days from occurrence of the defect.

A copy of the sales receipt or bill of sale must be retained and submitted to the Ani-Mat dealer at the time of the warranty claim, as evidence of the Date of Purchase.

EXCLUSIONS:

The Ani-Mat limited warranty does not extend or apply to:

- Damages that result from abuse or use of the product for purposes other than its intended purpose, i.e., protecting livestock from concrete surfaces;
- Normal wear from equipment used in feed alleys, free stalls, and stall alleys;
- Damage caused by exposure to sunlight, air pollution, and atmospheric conditions that cause excessive deterioration as well as oil, solvents, cleaning chemicals, or other oil-based contaminants that cause degradation of the rubber;
- Damage caused by an accident, fire, flood, or unforeseeable acts;
- Damage caused by sand, ice, or glass, sharp objects such as stone, forks, harmful solvents or oils;
- Any products which were repaired or modified or were the subject of an attempted repair or modification by a person other than a duly authorized representative;
- Any products damaged as a result of the use of improperly or recklessly operated equipment, faulty or poorly maintained cleaning equipment, or cleaning equipment not in strict conformity with the Ani-Mat dealer's instructions and specifications;
- Any products damaged as a result of the purchaser failure to properly maintain the Ani-Mat product in accordance with the manufacturer's instructions;



- Where part of the interlocked floor has been removed, modified, or installed by a person other than a duly authorized representative;
- Fading, sulphur blooming, or any other esthetic problems.

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND SHALL BE THE SOLE AND EXCLUSIVE REMEDY AVAILABLE TO ORIGINAL PURCHASERS OF ANI-MAT PRODUCTS.

Ani-Mat neither assumes nor incurs any other obligation or liability for the condition of Ani-Mat products, nor authorizes any other person to make representations as to the Ani-Mat warranty and to assume any warranty obligation on its behalf.

IN NO EVENT SHALL ANI-MAT OR ITS DISTRIBUTOR BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES OF ANY NATURE (INCLUDING, WITHOUT LIMITATION, LOST REVENUES OR PROFITS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER BASED IN CONTRACT, TORT, OR OTHERWISE, SUFFERED OR INCURRED BY THE PURCHASER AS A RESULT OF OR IN CONNECTION WITH THE USE OF ANI-MAT PRODUCTS. Some states do not allow the exclusion or limitation of incidental or consequential damages or limitations on how long an implied warranty lasts, so the above exclusion or limitation may not apply to you. This warranty gives you specific legal rights and you may also have other rights that vary from state to state.