

SUMMARY OF PRODUCT & EQUIPMENT WARRANTIES

- **Initial 2-Year Equipment Warranty:** Seller warrants its new Equipment (excluding Tie Modules), to be free, under normal and proper use and service, of any defects in material or workmanship for a period of two (2) years from the date the Equipment is delivered to the Buyer.
- **Optional 2-Year Extended Equipment Warranty:** If Buyer purchases the Extended Warranty with the initial purchase of Equipment, the foregoing warranty shall be extended for an additional two (2) years.
- **TyBOT Tie Module:** Seller warrants its Tie Modules for 150,000 ties and each additional 150,000 ties upon scheduled and agreed-upon service.
- **OEM Replacement Parts:** Seller warrants its OEM replacement parts ordered from Seller's parts department to be free of defects in manufacture or materials for (i) a period of twelve (12) months from the date delivered to the Buyer or its first user; or (ii) the period remaining on the Equipment warranty for the affected Equipment or part (if any), whichever is shortest.
- **Transferability:** Warranty is limited to the initial Buyer and is not assignable or otherwise transferable without written agreement of the Seller.

ITEMS NOT COVERED BY SELLER WARRANTY

- **Components Not Manufactured by Seller:** Such components are covered only by the warranty that is provided by the manufacturer of such components. Such components may include, but are not limited to, generators and belly boxes.
- **Replacement of Assemblies:** Seller has the option to repair or replace any defective part or assembly. It is Seller's policy to refuse claims for the replacement of a complete assembly that is field repairable by the replacement or repair of defective part(s) within the assembly.
- **Normal Operational Maintenance Services and Wear Parts:** Maintenance and ordinary wear and tear of the Equipment and any of its parts are excluded from warranty claims. Wear parts not covered under the Equipment warranty include, but are not limited to, bogie wheels, seals, gaskets, hoses, friction plates, clutch and brake linings, filters, wire rope, exterior coatings, belts, generator, cover panels, and batteries.
- **Software:** Damage due to use or attempted use of the Equipment with software other than software provided, approved, or specified by Seller.
- **Transportation Cost and/or Damage:** Any damage to the finish of the Equipment after it leaves Seller's Premises. Damage caused by carrier handling is a transportation claim and should be filed immediately with the respective carrier.
- **Abnormal Wear and Tear:** Seller does not accept responsibility for abnormal wear and tear, or damage caused by installation, maintenance, storage, or use which is improper or contrary to the Equipment's standard operating procedures (including the failure to provide the scheduled maintenance recommended by Seller)
- **Workmanship of Others:** Repair or damage caused by anyone except personnel authorized by Seller
- **Additional Limitations:** Seller shall not be liable for any damage from Equipment or any part thereof which has been subject to misuse, unintended use, alteration, modification, operation outside of Seller's specifications, abuse, intentional acts, negligence, accident, fire, wind, hail, flood, lightning, or other acts of God or sabotage.

NOTE: The Equipment Sale General Terms & Conditions located at www.constructionrobots.com/tybot takes precedence over any inconsistencies with this summary of warranties.