

KC ROBOTICS INC. WARRANTY

Parts

Products under the heading of parts, repaired or replaced, new or pre-owned, purchased from KC Robotics, Inc. ("Supplier") are warranted for a period of ninety (90) days (unless otherwise stated) from the date of delivery of the Products to Buyer.

Service

Services, including project integration and installation, performed by Supplier are warranted for a period of thirty (30) days from the date original services are performed. Supplier's obligation under this warranty is limited to actual hours performed servicing equipment. Travel time and travel expenses for each service call during the warranty period are not covered by the warranty and therefore are the responsibility of Buyer.

Robotic Equipment

New robots

All new robots are covered under the warranty of the original equipment manufacturer.

Pre-Owned Fanuc robots

Pre-Owned Fanuc robots (RJ-2 or newer) are warranted for parts replacement or repair, under normal use, for the period of thirteen (13) months from the date of shipment, unless otherwise stated on the quotation, proposal or order acknowledgement.

Supplier's obligation under this warranty is limited to replacement or repair, F.O.B. of any part of its own products which is proven to be defective, provided Buyer has given Supplier immediate written notice upon the discovery of such defect. Supplier shall have sole authority to determine the type and means of repair or replacement in the event of such a claim. Supplier shall have the option of requiring the return of the defective material, transportation prepaid, to establish the claim. Supplier shall in no event be held liable for repairs or alterations made without Supplier's written consent or approval or made by a repair company other than Supplier. Unauthorized service performed on the robot will render the Supplier's warranty null and void.

Normal wear in tooling and consumables are not covered; failure due to abuse and neglect are not covered; down time and related costs due to failure are also not covered. Items such as batteries, teach pendants, touch screen, HMI/panel Views, and consumables are not covered. The warranty is void if the equipment is altered, improperly operated, improperly maintained or payments are not made according to the purchase agreement.

Optional Additional Warranty. An additional thirteen (13) month warranty on parts and labor is available when Buyer purchases Preventative Maintenance ("PM") for the robot at the time of the original sale. Supplier assumes the cost of materials and labor for each PM, as well as each service call for thirteen (13) months from the date of delivery. Travel time and travel expenses for each PM and service call are not covered by the warranty and therefore are the responsibility of Buyer.

Warranty on robot components

Components of robotic system, including but not limited to external electrical components, and safety devices, purchased by Supplier for the Robotic Work Cell are covered under original manufacturer's warranty, as stated in attached documentation.

As Is, No Warranty Sale

If none of the foregoing warranties apply, the Products are sold AS IS, WHERE IS, and WITHOUT UCC WARRANTY of any kind whatsoever. SUPPLIER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHICH ARE HEREBY DISCLAIMED AND EXCLUDED BY SUPPLIER.

GENERAL TERMS OF WARRANTY

SUPPLIER'S WARRANTY EXTENDS ONLY TO THE PRODUCTS ASSEMBLED AND INSTALLED BY IT AND ITS AGENTS, TO THE EXTENT PERMITTED BY LAW, IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED.

Such warranty does not apply:

1. if the Product has been exposed to unusual or excessive environmental, mechanical, electrical, or thermal stress during the course of installation or use, including but not limited to abuse, incorrect adjustments, poor or improper maintenance, or exposure to corrosive or abrasive material.
2. if the Product malfunction or defect is the result of misuse, abuse, improper installation or application, alteration, accident, or negligence in use, storage, transportation or handling.
3. If the Product malfunction or defect is the result of repairs or alterations made without Supplier's written consent or approval or made by a repair company other than Supplier. Unauthorized service performed on the robot will render the warranties provided by Supplier null and void.

In order to enable Supplier to properly administer this warranty, Buyer shall

1. promptly notify Supplier in writing of any claims
2. provide Supplier with the opportunity to inspect and test the Product claimed to be defective. Such inspection may be on Buyer's premises and/or Supplier may request the return of the Product at Buyer's expense. However, Supplier shall not be responsible for packing, inspection, or labor costs in connection with the return of Product. In order to avoid administrative difficulties that result from unauthorized returns, Buyer shall request a formal Return Authorization from Supplier before returning any Product for any reason.

EXCLUSIVE REMEDY

The liability of Supplier hereunder or otherwise is solely and exclusively limited to replacement, repair or credit for the purchase price, as Supplier may elect, for any defective Product which is returned by Buyer during the applicable warranty period, or services for which timely notice of defect has been given by Buyer, and which are found by Supplier to be subject to adjustment under this warranty. IN NO EVENT SHALL SUPPLIER BE LIABLE TO ANY PERSON, FIRM OR CORPORATION FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER FOR BREACH OF CONTRACT, LOSS OF ANTICIPATED PROFIT OR OTHER ECONOMIC LOSS, OR FOR ANY DAMAGES ARISING IN TORT WHETHER BY REASON OF STRICT LIABILITY, NEGLIGENCE, MISREPRESENTATION OR OTHERWISE.

Supplier's warranty as herein set forth shall not be enlarged, diminished or affected by, and no obligation or liability shall arise or grow out of, Supplier's rendering of technical advice, facilities or services in connection with Buyer's order or the Products furnished hereunder. ALL OTHER GUARANTEES, WARRANTIES, CONDITIONS OR REPRESENTATIONS, EITHER EXPRESSED OR IMPLIED, WHETHER ARISING UNDER STATUTE, COMMON LAW OR OTHERWISE, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXCLUDED.