

KC ROBOTICS, INC. WARRANTY

PARTS

New Products under the heading of parts are covered under the warranty of the original equipment manufacturer. Used Products under the heading of parts, repaired or replaced, 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 shipment 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 labor 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 and controllers are covered under the warranty of the original equipment manufacturer.

Pre-Owned Robots - Pre-Owned MOTOMAN models MRC and newer are warranted for parts replacement or repair, under normal use, for a period of thirteen (13) months from date of shipment, unless otherwise stated on the quotation, proposal or order acknowledgement. Pre-Owned KUKA models KRC2 and newer are warranted for parts replacement or repair, under normal use, for a period of thirteen (13) months from date of shipment, unless otherwise stated on the quotation, proposal or order acknowledgement. Pre-Owned FANUC models RJ-3 and newer are warranted for parts replacement or repair, under normal use, for a period of thirteen (13) months from date of shipment, unless otherwise stated on the quotation, proposal or order acknowledgement. The used robot warranty is not transferable to a third-party unless authorized by KC Robotics, Inc. in writing in advance.

Supplier's obligation under this warranty is limited to replacement or repair of any part 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 warranty claim. Supplier shall have the right to 1) require return of the defective material to KC Robotics, Inc., transportation pre-paid, to establish the warranty claim and/or 2) require an on-site service call by a KC Robotics, Inc. technician to establish the warranty claim. If travel to a location by a KC Robotics, Inc. technician is required to address an issue determined to be covered by warranty, parts are 100% covered under this warranty but all labor hours, travel hours, and travel expenses will be billed at our current rates. Determination of warranty coverage is the responsibility of KC Robotics, Inc. and cannot be assigned or delegated to any other party.

The following are specifically not covered by Warranty (see General Terms of Warranty below for additional exclusions): (1) normal wear in tooling and consumables; (2) failure due to abuse and/or neglect; (3) down time and related costs due to failure; (4) unauthorized service performed; (5) items such as batteries, teach pendants, touch screens, HMI/Panel Views, and consumables; and (6) software.

OPTIONAL WARRANTY

If Buyer purchases two bi-annual Preventative Maintenance ("PM") Services at time of issuance of robot Purchase Order, the warranty becomes a 13-month materials and labor warranty. Supplier then assumes the cost of materials and labor for each service call during the 13-month warranty period, excluding travel time and travel expenses. Travel time and travel expenses for each service call and PM Services are the responsibility of the 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 where applicable.

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.

SHIPMENT OF ROBOTS and CONTROLLERS

Supplier requires air-ride trucks for inbound and outbound transportation of robots and/or controllers. Failure to comply will void Buyer's warranty. Supplier is not responsible for additional fees incurred by Buyer if Supplier rejects a robotic shipment on a non-air-ride truck.

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 Buyer's payments are not made according to the purchase agreement terms.
2. 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, improper power supply, incorrect adjustments, poor or improper maintenance, or exposure to corrosive or abrasive material.
3. if the Product malfunction or defect is the result of misuse, abuse, improper installation or application, improper operation, alteration, accident, or negligence in use, storage, transportation or handling.
4. 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, including preventative maintenance, will render the Supplier's warranty null and void.
5. if the Product was sold to a Third Party without the written consent of Supplier.

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

1. promptly notify (within the warranty period) 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.