

# Disclaimer of Warranty

## Limited 1-year warranty

1. Fabric Constructions s.r.o. (Milkbot) warrants to the original Purchaser that the machine and its parts (Products) shall be new and shall be free of defects in material and workmanship. This warranty shall only be in effect if Product warranted hereunder is properly maintained and operated in accordance with a valid user/service manual and all manufacturer's instructions.

2. Milkbot gives always 1-year guarantee (counted since the date of expedition from Milkbot's facility) on hardware Products (Milkbot machine and its parts), not on labour (e.g. service charges are warranty void etc.) or other cost like travel cost, tools or welding material. Milkbot warranty is simple, we supply for a replacement part, Client has to send back a defective part to Milkbot. Other cost and risk are for Client, also the margin on Milkbot products are for client.

3. Warranty claim & part replacement procedure:

For a warranty claim, Client needs to send an e-mail within one month of Product failure appearance to [info@milkbot.cz](mailto:info@milkbot.cz) and/or [jiri.jurajda@fabricconstructions.com](mailto:jiri.jurajda@fabricconstructions.com). Warranty claim e-mail's subject must contain the serial number of the machine, message text must contain a brief description of the problem and/or attachment or link to photo/videodocumentation of the defect, defective or damaged part. Milkbot reserves the right to reject the warranty claim: if you fail to provide the above-mentioned information; if the product is replaced/repared without the prior consent/consultation with Milkbot; if the defect that is claimed is not caused by defective materials or workmanship.

Client sends a defective part within 2 months of Product failure appearance to our address at Fabric Constructions s.r.o., attn. Jiri Jurajda, Spojovaci 79, Prezletice, 25073, Czechia. The defective part is checked whether the defect(damage) is under warranty or warranty void. Under-warranty defective part is either replaced with a new good one, or repaired, and send back to the client asap. As for warranty-void defective part(damage caused by misuse, improper maintenance&cleaning; self-repair; power-overload/underloadsituation; lightning, flood, fire, power surge, corrosion; pest damage; actions of a third-party; or anyother force majeure factors; unauthorised product modification or alteration (including the cases inwhich the product series number or product label is altered, removed, or defaced), prior to anyaction, Client is informed of: either the cost of a new replacement part, or of a repair, and based onClient's decision Milkbot either replaces, or repairs a defective part or does nothing.

For under-warranty replaced/repared parts, Client pays the shipping (freight] cost to Milkbot's address, while Milkbot pays the shipping (freight) cost back to the Client's address. For warranty-void replaced/repared parts, Client pays both the shipping (freight) cost to Milkbot's address, and the shipping (freight) cost back to the Client's address.

4. List of wearable (warranty void) parts:

Silicone tube(s), Germicidal (UVC) lamp and accessories, No-return valve in the silicone tube

## 5. Limitation of Liability

Milkbot is not responsible for quality of food vended in the Product, LOSS OF CARGO OR CONTENTS, LOST PROFITS, LOSS OF USE OF PRODUCT, RENTAL EXPENSES, TRANSPORTATION EXPENSES, DAMAGES FOR DELAYS, OR ANY OTHER SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, WHETHER ARISING OUT OF WARRANTY, CONTRACT, TORT, STRICT LIABILITY, STATUTE OR OTHERWISE.

## 6. Applicable Laws

Any claim relating to the purchase of the Milkbot machine and its parts are governed exclusively by the laws of the Czech Republic, without regard to conflict of law principles.

In Velka Polom, dated 12/01/2013.

Signed by: Ing. Petr Cihak, company owner

