

WARRANTY TERMS AND CONDITIONS
Compleks Robotech ApS
CVR.no. 37 51 31 21

LIMITED AND EXCLUSIVE WARRANTY FOR HARDWARE

Compleks Robotech ApS (Compleks Robotech) warrants that for a period of 12 months from the sale of its Robotech Controller (Product) that the Product shall be free of manufacturing defects caused in the production, assembly or testing of the Product and that the Product will perform as intended during the warranty period.

The warranty period begins on the purchase date (or if applicable, on date of delivery or date of acceptance report).

This warranty does not cover and expressly excludes any damage, loss, cost, defect or deficiency arising out of or relating to: (a) accident, abuse, misuse or vandalism, (b) non-compliance with operating and maintenance instructions, including inadequate maintenance, excessive load or stress, extreme and or continuous applications or use of the Product or any other cause beyond the range of its intended use, (d) use of incompatible accessories or supplies, (e) normal wear and tear, design, installation or construction defects and or deficiencies of any kind or nature, (f) fire, flood or other acts, omissions, causes or events beyond Compleks Robotech's control, (g) altering of the Product by anyone other than Compleks Robotech, including unauthorized attempts to open, repair or modify the Product (h) any other loss, cost, damage, defect or deficiency not within the scope of this limited and exclusive warranty or (I) consumables, such as reflectors, bulbs and fuses, or third party products.

This warranty does not cover physical damage to the Product or malfunctions resulting from the use of the Product in conjunction with any sort of ancillary or peripheral equipment if Compleks Robotech determines that there is no fault with the Product itself.

Use, installation or connection to or with any accessories other than authorized original Compleks Robotech parts and accessories CONSTITUTES A WAIVER BY CUSTOMER OF ALL CLAIMS IN RESPECT THERETO.

Compleks Robotech shall supply a replacement Product or repair the defective Product free of charge if Compleks Robotech determines upon inspection that any Product fail to conform to this warranty. The foregoing constitutes the SOLE AND EXCLUSIVE REMEDY for breach of warranty. All replaced Products and parts become the property of Compleks Robotech.

Any Product or part repaired or replaced under warranty will be warranted for a period of ninety (90) days from shipment, or through the end of the original warranty, whichever is longer.

LIMITED AND EXCLUSIVE WARRANTY FOR SOFTWARE

The provisions expressed in this Limited and Exclusive Warranty shall also apply to System Software defined as operating software and or firmware necessary for switching on and running the Product as an integrated and necessary part of the Robotech Controller.

This warranty does not cover and expressly excludes any damage, loss, cost or defect or deficiency rising out of or relating to Application Software, defined as pre-installed or loadable on-board software and or office or PC-based software for particular operations of the Product and or data or apps for smartphones or tablets, even if the software has been sold with the Robotech Controllers or in conjunction with the purchase of other necessary hardware.

OBTAINING WARRANTY SERVICE

All claims under Compleks Robotech's Limited and Exclusive Warranty must be submitted, in writing, within the warranty period to Compleks Robotech or an authorized partner, immediately after discovery of the alleged defects or immediately after the alleged defects should have been discovered. Original proof of purchase and a description of the defect is required in order to obtain warranty service authorization. Compleks Robotech is not responsible for Products or parts received without a warranty service authorization.

FAILURE OF CUSTOMER TO COMPLY WITH THESE NOTICE PROVISIONS SHALL CONSTITUTE A WAIVER BY CUSTOMER OF ALL CLAIMS IN RESPECT THERETO.

Upon receipt of the Product, Compleks Robotech shall be entitled to examine the allegedly nonconforming Product and verify any such defect before its use or further processing.

Products and or parts will be repaired or replaced and shipped within a reasonable time back to the customer. Compleks Robotech shall not be responsible for any damages that occur during the return shipment.

Expenses incurred due to replacement and repairs made to a Product at a place other than where the Product was originally shipped will be charged to the customer.

LIMITATION OF LIABILITY

THIS WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY CONPLEKS ROBOTECH WITH RESPECT TO THESE PRODUCTS. ALL OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, ARE EXPRESSLY DISCLAIMED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY IMPLIED WARRANTIES CLAIMED TO ARISE FROM TRADE USAGE, CUSTOM OR COURSE OF DEALING.

IN NO EVENT WILL CONPLEKS ROBOTECH OR ITS DISTRIBUTORS BE LIABLE FOR INDIRECT, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, WHETHER BASED IN CONTRACT, TORT, WARRANTY, AND STRICT LIABILITY OR OTHERWISE. THIS LIMITED AND EXCLUSIVE WARRANTY SHALL SUPERSEDE AND CONTROL ANY OTHER REPRESENTATIONS AND OR WARRANTIES WITH RESPECT TO THESE PRODUCTS. IN NO EVENT SHALL CONPLEKS ROBOTECHS' LIABILITY EXCEED THE PURCHASE PRICE AND OR INVOICED VALUE OF THE PRODUCTS.

This limitation of liability for damages will not be affected if any remedy provided herein shall fail of its essential purpose. Some jurisdictions do not allow the limitation of incidental or consequential damages so this limitation may not apply. In the event that applicable law does not allow the complete exclusion or limitation of liability of claims and damages as set herein before, liability is limited to the greatest extent permitted by applicable law. Also the liability for auxiliary personnel shall to the extent permitted by applicable law be excluded.

DISCLAIMER

Should a court of jurisdiction not allow the entire exclusion or limitation of implied warranties or the limitation of incidental or consequential damages for certain Products supplied to consumers, or the limitation of liability for personal injury, such implied warranties and such liabilities will be limited to the duration of the applicable express warranty

SEVERABILITY

If any provision of this Limited and Exclusive Warranty is found by any competent authority to be void, invalid or unenforceable, such provision shall be deemed to be deleted from this Limited and Exclusive Warranty and the remaining provisions of this Limited and Exclusive Warranty shall continue in full force. In this event, the Limited and Exclusive Warranty shall be construed, and, if necessary, amended in a way to give effect to, or to approximate, or to achieve a result which is as close as legally possible to the result intended by the provision hereof determined to be void, illegal or unenforceable.

THIRD PARTY BENEFICIARY

The parties expressly agree that subsidiaries of Compleks Robotech, including the entity from whom the customer purchased the Product, is a third party beneficiary of this International Limited and Exclusive Warranty, and, without limiting the foregoing, such subsidiaries shall have all defenses available to Compleks Robotech under this International Limited and Exclusive Warranty.

GOVERNING LAW AND PLACE OF JURISDICTION

This Limited and Exclusive Warranty shall be governed by the laws of Denmark, excluding all conflict of laws principles and excluding the United Nations Convention on the International Sale of Goods dated 11 April 1980. The ordinary courts at the Compleks Robotech registered office in Struer, Denmark shall be competent. Compleks Robotech shall, at its sole discretion, also be entitled to take legal action in the competent courts at the customer's place of business or domicile. With this Limited and Exclusive Warranty, Compleks Robotech grants the customer specific legal rights, which do not restrict any statutory consumer rights.