

ESTROTECT™

MANUFACTURER'S LIMITED PERFORMANCE GUARANTEE

Limited Guarantee. Rockway, Inc., dba EstroTECT (“Company”) guarantees:

A.) the Product, used for heat detection aid, will provide equal or better heat detection results than customer’s previous method. This guarantee is only for the intended purpose of the product as a heat detection aid and does not guarantee or infer in any way pregnancy in the animals, which is specifically not guaranteed or warranted.

B.) the Product will perform in accordance with the written specifications provided by Company and will be free from defects in materials and workmanship during the shelf life of the Product, which will be indicated on the packaging of each 50-unit package for individual sale (“Unit”) of Product.

Company’s SOLE OBLIGATION and any person’s SOLE REMEDY in the event of a defect covered by this guarantee, will be, at Customer’s option, to (a) replace the defective Product, or (b) refund the purchase price paid for the defective Product.

2. Guarantee Procedure. ESTROTECT™ claims under paragraph 1A must be accompanied by official records from the DHIA (Dairy Herd Improvement Association), Dairy Comp or BCIA (Beef Cattle Improvement Associations) or other official record keeping system. Records will be evaluated by a professional independent third party to assure impartiality. All claims may be made by contacting the Company at estroTECT.com, or at P.O. Box 39, Spring Valley, WI 54767 within six (6) months from date of purchase. Final disposition of any claim will be solely determined by Company. For any Products which Company determines are defective or non-operative, Company shall use its commercially reasonable best efforts to replace the defective or non-operative units or refund purchase price within thirty (30) days of the determination of defectiveness or non-operability.

3. Limited Performance Guarantee Exclusions. THIS LIMITED GUARANTEE DOES NOT COVER ANY LOSS CAUSED BY ACCIDENTS OR CARELESS HANDLING OF THE PRODUCT. THIS LIMITED GUARANTEE ALSO SHALL NOT APPLY TO ANY PRODUCT WHICH HAS BEEN DAMAGED IN TRANSIT, ABUSED, ALTERED, MODIFIED, USED IN A MANNER NOT ORIGINALLY INTENDED, OR USED IN A MANNER NOT CONSISTENT WITH THE PRODUCT INSTRUCTIONS.

4. Disclaimers. THE LIMITED GUARANTEE SET FORTH ABOVE IS IN LIEU OF ALL WARRANTIES EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND INFRINGEMENT, AND WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE, AND NEITHER COMPANY NOR DISTRIBUTOR MAKES ANY WARRANTIES TO ANY OTHER PERSON REGARDING THE PRODUCTS OTHER THAN THE LIMITED GUARANTEE SET FORTH ABOVE.

5. Limited Remedies. THE REMEDIES SET FORTH IN THIS LIMITED GUARANTEE ARE THE ONLY REMEDIES AVAILABLE TO ANY PERSON CLAIMING BREACH OF THIS GUARANTEE. NEITHER COMPANY NOR DISTRIBUTOR SHALL HAVE ANY LIABILITY TO ANY PERSON FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES OF ANY DESCRIPTION, WHETHER ARISING OUT OF WARRANTY (INCLUDING ANY IMPLIED WARRANTIES) OR ANY OTHER CONTRACT, NEGLIGENCE OR OTHER TORT OR OTHERWISE.