

WARRANTIES AND LIMITATIONS

I. Signode warrants that for a period of

- a) one (1) year from the date of shipment for Signode special and/or general purpose equipment;
- b) six (6) months for related Signode consumables (strapping and seals) from date of shipment;
- c) ninety (90) days for Signode replacement parts (including conversions) from date of shipment; or
- d) sixty (60) days for Signode tools from date of shipment

the product sold to Purchaser by Signode will be free from defects in material and workmanship under normal use. During said Warranty period, Signode agrees to replace free of charge any Signode manufactured or purchased part or component which is determined to be defective. Signode may require that the defective part or component be sent to Signode, or its designated authorized representative, freight or postage prepaid. If Purchaser requests that Signode remove and/or replace said part or component, Signode shall have the right to charge Purchaser for such work at Signode's regular service rates. Repairs to products must be made by a Signode authorized service representative; by Purchaser's employees trained by Signode who apply Signode approved repair procedures; or in accordance with repair procedures set forth in the Product Service Manual provided by Signode.

- II. Signode warrants that for a period of thirty (30) days from the date of services provided, the products repaired will be free from defects in material and workmanship when under normal and intended use.**
- III. This Warranty extends only to the original purchase from Signode and is not transferable.**
- IV. Signode warrants and represents that the products when used in accordance with instructions provided by Signode, will not infringe any patent or other proprietary right of any third party.**

DISCLAIMERS

THESE WARRANTIES ARE EXPRESSLY CONDITIONED ON:

- A. THE PROPER INSTALLATION OF EQUIPMENT AS SUPERVISED BY AN AUTHORIZED SIGNODE SERVICE REPRESENTATIVE.
- B. EQUIPMENT AND TOOLS REPAIRED BY AN AUTHORIZED SIGNODE SERVICE REPRESENTATIVE.
- C. PURCHASER FOLLOWING THE SIGNODE PRESCRIBED MAINTENANCE SCHEDULE, OPERATING AND OTHER INSTRUCTIONS.

FAILURE TO FOLLOW THE ABOVE EXPRESS CONDITIONS SHALL VOID ALL WARRANTIES OTHERWISE APPLICABLE TO THE PRODUCTS OR SERVICES.

SIGNODE EQUIPMENT AND TOOLS ARE DESIGNED, MANUFACTURED AND TESTED USING SIGNODE MANUFACTURED STRAPPING, SEALS AND PARTS. USE OF NON-SIGNODE MANUFACTURED STRAPPING AND SEALS MAY RESULT IN STRAP BREAKAGE OR JOINT SEPARATION OR DAMAGE TO THE PRODUCT. IN NO EVENT SHALL SIGNODE BE LIABLE FOR INJURIES OR DAMAGES OF ANY KIND RESULTING, IN WHOLE OR IN PART, FROM THE USE OF NON-SIGNODE MANUFACTURED STRAPPING AND SEALS. USE OF NON-SIGNODE MANUFACTURED REPLACEMENT PARTS AND SIGNODE PRODUCTS THAT ARE MODIFIED OR ALTERED BY A PARTY OTHER THAN SIGNODE, MISUSED OR ABUSED, SHALL VOID ALL WARRANTIES OTHERWISE APPLICABLE TO THE PRODUCTS OR SERVICES.

DISCLAIMERS OF FURTHER WARRANTIES

SIGNODE'S WARRANTIES AND REPRESENTATIONS ARE SPECIFICALLY LIMITED TO THOSE SET FORTH ABOVE. SIGNODE MAKES NO WARRANTIES OR REPRESENTATIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SIGNODE MAKES NO OTHER WARRANTIES EXPRESS OR IMPLIED. IN NO EVENT SHALL SIGNODE BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, DIRECT, INDIRECT, PUNITIVE OR SPECIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, BUSINESS OR GOODWILL, INCREASED COSTS OF OPERATIONS, OR COST OF SUBSTITUTE GOODS) EVEN IF ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES, WHETHER OR NOT BASED UPON SIGNODE'S NEGLIGENCE OR BREACH OF WARRANTY OR STRICT LIABILITY IN TORT OR ANY OTHER CAUSE OF ACTION.