



LIMITED PRODUCT WARRANTY

Precision Machinery Systems, LLC (the “Company”) expressly warrants to the original end-use purchaser (the “Customer”) that, for a period of (i) one (1) year from the date of installation for any structural product or associated parts and (ii) for a period of 30 days after initial installation for any labor associated with any product defects (each the “Warranty Period”), each new compactor (the “Product” or “Products”) will be reasonably free of defects in materials and workmanship. Further, this Limited Warranty shall not apply to any loss or damage that occurs during shipment and/or delivery of the Product. This Limited Warranty shall be void if the Company’s Product is modified in any way that is not recommended or approved by the Company.

Company will, at its option, repair or replace Product without charge, or refund the cost of the Product, if the Product fails or does not perform as warranted solely due to a manufacturing defect or non-conforming labor within the applicable Warranty Period, subject to the exclusions set forth in this Limited Warranty. Replacement of the defective Product or part during the Warranty Period shall include approved labor charges necessary to repair or replace the defective Product or part if such replacement or repair is requested during the Warranty Period. Documentation must be provided to Company verifying the date of installation. Labor rates, which shall be approved by the Company, shall not include applicable limitations with respect to the warranty coverage, such as: the costs associated with removal, repair or replacement of fixtures, hardware or decorative treatment, including, but not limited to floor, wall, or ceiling treatments. Any repaired or replaced Product shall also remain subject to the original one (1) year warranty from the date of the original shipment, and any repair or replacement shall not extend the original warranty period in any manner or start a new warranty period.

For consideration under this Limited Warranty, you must notify Company in writing, providing the Serial Number of the Product, date of installation, and the nature of defect within 10 calendar days of discovery of the claim defect.

Disclaimer of Warranties

Company’s Product must be stored, handled, installed, used and maintained in accordance with instructions provided by Company, and this Limited Warranty is conditioned upon compliance with all such instructions.

This Limited Warranty does not cover defects caused by:

1. non-compliance with Company’s written or verbal instructions, which may be modified by Company from time to time;
2. improper storage, installation, handling, use and/or fabrication of the Product, including but not limited to exposure to outdoor elements;
3. damage not resulting from manufacturing defects that occur while the Product is in the Customer’s possession;
4. unreasonable or unintended use of Product;
5. minor conditions such as stains, scratches, etc; or
6. Any unapproved modification of the Product by Customer or any other third-party.



Any information or suggestion by Company with respect to the Product concerning applications, specifications or compliance with codes and standards is provided solely for your convenient reference and are made without any representation as to accuracy or suitability. You must verify and test the suitability of any information with respect to the Product for your specific application.

THE WARRANTIES SET FORTH HEREIN ARE THE ONLY WARRANTIES MADE BY COMPANY IN CONNECTION WITH THE PRODUCT. COMPANY CAN NOT AND DOES NOT MAKE ANY IMPLIED OR EXPRESS WARRANTIES WITH RESPECT TO THE PRODUCT, AND DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. PRODUCTS SOLD BY COMPANY ARE SOLD ONLY TO THE SPECIFICATIONS SPECIFICALLY SET FORTH BY COMPANY IN WRITING. OTHER THAN THE LIMITED WARRANTY SET FORTH HEREIN, COMPANY MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED. COMPANY'S SOLE OBLIGATION UNDER THIS WARRANTY SHALL BE REPAIR OR REPLACEMENT OF NON-CONFORMING PRODUCTS, OR AT THE OPTION OF COMPANY, RETURN OF THE PRODUCT AND A REFUND OF THE PURCHASE PRICE. CUSTOMER ASSUMES ALL RISK WHATSOEVER AS TO THE RESULT OF THE USE OF THE PRODUCT PURCHASED, WHETHER USED SINGULARLY OR IN COMBINATION WITH ANY OTHER PRODUCTS OR SUBSTANCES.

Limitation of Liability

No claim by the Customer of any kind, including claims for indemnification, shall be greater in amount than the purchase price of the Product in respect to which damages are claimed. IN NO EVENT SHALL COMPANY BE LIABLE TO CUSTOMER IN TORT, CONTRACT OR OTHERWISE, FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, STATUTORY, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF USE, LOSS OF TIME, LOSS OF REVENUES, INCONVENIENCE, LOSS BUSINESS OPPORTUNITIES, DAMAGE TO GOOD WILL OR REPUTATION, OR LOSS OF DATA, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN, IN CONNECTION WITH, ARISING OUT OF, OR AS A RESULT OF, THE SALE, DELIVERY, SERVICING, USE OR LOSS OF USE OF THE PRODUCTS SOLD HEREUNDER, OR FOR ANY LIABILITY OF CUSTOMER TO ANY THIRD PARTY WITH RESPECT THERETO.

Additional Requirements and Conditions

In addition to the exclusions listed above, the warranty described under this Limited Product Warranty shall not be applicable to:

1. Any Product (or parts thereof) which are stored for a period exceeding six (6) months;
2. Any expenses or costs associated with or related to down time of the Product while a claim associated with this warranty is processed (whether or not such claim is approved).

The mileage reimbursement under this Limited Warranty is \$0.50 per mile. Mileage reimbursement shall be limited to the distance from the distributor's location to the Product location and back to distributor's location (up to a maximum of two hundred fifty (250) miles for a round-trip). Company will not reimburse labor rates for travel time.

If any replacement Products (or associated parts) are sent to Customer in accordance with this Limited Warranty, such replacement shall be delivered via UPS Ground or a comparative carrier. Company shall not be responsible for the costs associated with any expedited shipping. Notwithstanding the foregoing, the shipping costs associated with sending defective parts back to Company shall be the responsibility of the associated distributor.



Contact Information

Any question concerning this warranty should be addressed to:

Precision Machinery Systems, LLC

Address: 635 Hay St. York, PA 17403

Attention: **Warranty Department**

Phone: 717-846-6800

Website address: www.precisionmachinerysystems.com