



MAPtech
PACKAGING, LLC

MAPTECH PACKAGING, LLC 360/180/90 WARRANTY

Maptech Packaging, LLC (“Maptech”) provides the original purchaser (the “Purchaser”) with the following warranties for Maptech Packaging Equipment:

365 Major Parts Warranty

Maptech promises to the Purchaser, to repair or, at Maptech’s option, replace any major frame part that proves to be defective in material or workmanship under normal use within **365 Days** of the original date of shipment.

180 Mechanical Parts Warranty

Maptech promises to the Purchaser, to repair, or, at Maptech’s option, replace any mechanical part that proves to be defective in material or workmanship under normal use within **180 Days** of the original date of shipment. Maptech will provide all parts necessary to correct such defects. All labor, diagnosis and travel costs incurred by Maptech in connection with any repair or replacement covered by this 180 Day Mechanical Parts Warranty for defects occurring during the first 180 Days following the original date of shipment shall be paid by Maptech Packaging.

90 Electrical, Pneumatic, Commercial Parts Warranty

Maptech promises to the Purchaser, to repair, or, at Maptech Packaging’s option, replace any electrical, pneumatic, or commercial part that proves to be defective in material or workmanship under normal use within **90 Days** of the original date of shipment. Maptech Packaging will provide all parts necessary to correct such defects. All labor, diagnosis and travel costs incurred by Maptech in connection with any repair or replacement covered by this 90 Day Electrical, Pneumatic, Commercial Parts Warranty shall be paid by Maptech.

Limitations and Exclusions

“Normal use” shall mean use within rated capacities, at the correct voltage with normal maintenance and operation in accordance with the applicable Maptech Service & Operating manuals. This warranty does not apply to (i) any equipment that has been altered or modified in any way by the Purchaser or anyone else other than an authorized service employee of Maptech; (ii) any part or component not manufactured or designed by Maptech; or (iii) any part that is subject to wear or consumption, such as knives, wear surfaces (sliding or rotating bearings, etc.), tray inserts, tray seal platens and heaters. For equipment, parts or components not manufactured or designed by Maptech, the Purchaser shall have only the warranty provided by the manufacturer of such equipment, part or component, a copy of which warranty will be provided to the Purchaser on request.

All costs for rigging, dismantling, and reassembling the equipment, together with any building modifications required for any repair or replacement covered by this Warranty shall be the responsibility of the Purchaser. Maptech's obligations under the terms of the Warranty (but not the duration thereof) shall be suspended during any period when the Purchaser is in default of any obligation to Maptech, regardless of whether the default is related to the equipment or any other matter.

IT IS EXPRESSLY AGREED THAT THERE IS NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NOR OTHER WARRANTY, EXPRESS, IMPLIED OR STATUTORY, NOR ANY AFFIRMATION OF FACT OR PROMISE BY MAPTECH WITH REFERENCE TO THE EQUIPMENT.

IN NO EVENT SHALL MAPTECH BE LIABLE FOR ANTICIPATED PROFITS OR FOR INCIDENTAL, CONSEQUENTIAL DAMAGES, OR ADDITIONAL EXPENSE. MAPTECH’S LIABILITY ON ANY CLAIM OF ANY KIND, FOR ANY LOSS OR DAMAGE ARISING OUT OF, CONNECTED WITH OR RESULTING FROM THE DESIGN, MANUFACTURE, SALE, REPAIR OR OPERATION OF THE WARRANTED EQUIPMENT OR FROM ANY SERVICES PROVIDED (OR NOT PROVIDED) BY MAPTECH SHALL IN NO CASE EXCEED THE PRICE ALLOCABLE TO THE EQUIPMENT OR THE PART THEREOF OR SERVICES WHICH GIVES RISE TO THE CLAIM, WHETHER SUCH CLAIM IS FOR BREACH OF WARRANTY, NEGLIGENCE OR OTHERWISE. THE ABOVE WARRANTY CONSTITUTES THE SOLE AND EXCLUSIVE REMEDY OF THE PURCHASER. MAPTECH SHALL NOT BE LIABLE FOR PENALTIES OF ANY DESCRIPTION.