

LIMITED WARRANTY

This information supersedes any other warranty information contained with this new product. This warranty covers any product purchased after August 1st, 2022. Keep this warranty information with your purchase receipt.

The warranty obligations of Encore Packaging LLC., (Encore Packaging) for this product are limited to the terms set forth below:

WHAT IS COVERED

Encore Packaging warrants that for a period of 3 (three) months from date of shipment for Encore Packaging tools or from date of product sold to Purchaser (Distributor) by Encore Packaging the tool or product will be free from defects in material and workmanship under normal usage.

WHAT IS NOT COVERED

The limited warranty does not cover any damage, deterioration, or malfunction resulting from any alteration, modification, improper or unreasonable use or maintenance, misuse, abuse, accident, neglect, exposure to excess moisture, fire, improper packing, and shipping (such claims must be presented to the carrier), lighting, power surges, or other acts of nature. This excludes items indicated as (Wear Items or Wear Parts in Encore Packaging manuals) which will be warranted for the first 30 (thirty) days from date of shipment only. This limited warranty does not cover any damage, deterioration, or malfunction resulting from any unauthorized tampering with this product, any repairs attempted by anyone unauthorized by Encore Packaging to make such repairs, or any other cause which is not directly due to a defect in materials and/or workmanship of this product.

During said warranty period, Encore Packaging agrees to replace free of charge any Encore Packaging manufactured or purchased part or component which is determined to be defective. Encore Packaging may require that the defective part or component be sent to Encore Packaging or its designated authorized representative, freight or postage prepaid. If Purchaser requests that Encore Packaging remove and/or replace said part or component, Encore Packaging shall have the right to charge Purchaser for such work at Encore Packaging regular service rates. Repairs to tools and products must be made by an Encore Packaging authorized service representative; or in accordance with repair procedures set forth in the applicable Encore Packaging Product Service Manual. (www.encorepack.com)

Encore Packaging warrants that for a period of 30 (thirty) days from the date of services provided, the tools or products repaired will be free from defects in material and workmanship when under normal and intended use.

This Warranty extends only to the original purchase from Encore Packaging and is not transferable.

Encore Packaging warrants and represents that the tools or products when used in accordance with instructions provided by Encore Packaging will not infringe any patent or other proprietary right of any third party.

DISCLAIMERS - THESE WARRANTIES ARE EXPRESSLY CONDITIONED ON

- A. Tools repaired by an authorized Encore Packaging service center representative.
- $B.\ Purchaser following the Encore Packaging prescribed maintenance schedule, operating and other instructions, and the Encore Packaging safety manuals documentation.$
- C. Tool repair only applies to those parts that are invoiced as part of the repair.

Failure to follow the above express conditions shall void all warranties otherwise applicable to the products, tools or services.

DISCLAIMER OF FURTHER WARRANTIES

Encore Packaging warranties and representations are specifically limited to those set forth above. Encore Packaging makes no warranties or representations of merchantability or fitness for a particular purpose. Encore Packaging makes no other warranties express or implied. In no event shall Encore Packaging 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 Encore Packaging negligence or breach of warranty or strict liability in tort or any other cause of action.