

## WARRANTY POLICY

### Equipment

FlexPackPRO LLC warrants that the printing and coding equipment purchased from FlexPackPRO conforms to FlexPackPRO's published specifications and is free from defects in materials and workmanship. Unless provided herein, this warranty covers both the parts and depot service necessary to correct any non-conformities or defects with FlexPackPRO® brand equipment for 18 MONTHS FROM THE DATE OF SHIPMENT.

### Parts

FlexpackPRO warrants that (i) non-consumable original parts will be free from defects in materials and workmanship for 18 months from the date of installation, (ii) non-consumable replacement parts will be free from defects in materials and workmanship for 365 days from date of shipment, and (iii) consumable spare parts, including but not limited to springs, belts, ribbon feed rollers, print rollers and print bases, will be free from defects in materials and workmanship at the time of shipment.

In the event that FlexPackPRO determines a covered part must be replaced, Buyer must issue a purchase order for each part required, before part(s) can be shipped to a customer location or replaced at a FlexPackPRO center. Buyer should request a RMA# for the original part(s), and return them, safely packaged, in the box containing the replacement parts (or other if not resusable). Upon receipt, FlexPackPRO will evaluate returned parts and make a determination of cause of failure and coverability.

Thermal printheads, also listed under consumable spare parts, are covered under separate warranty.

### Supplies

FlexPackPRO warrants that its supplies, including thermal transfer ribbons for FlexPackPRO® brand thermal transfer overprinters and other consumable products (excluding consumable spare parts), will conform to FlexPackPRO's published specifications and will be free from defects in materials and workmanship through FlexPackPRO's stated shelf life or "best when used before date" appearing on data sheets or packaging, providing that FlexPackPRO's published storage conditions and handling instructions are adhered to.

### Warranty Service

Should a failure to conform or apparent defect in materials or workmanship appear within the warranty period, Buyer must promptly notify FlexPackPRO in writing. Within a reasonable time thereafter and subject to the other provisions herein, FlexPackPRO will provide the necessary technical assistance and/or make the necessary repairs at its expense after confirmation that the non-conforming goods were stored, installed, maintained and used in accordance with FlexPackPRO's training and recommendations, accompanying documentation, published specifications and standard industry practice. Warranty service covers telephone support, non-consumable replacement parts and labor at a designated FlexPackPRO depot service center.

If FlexPackPRO determines it is unable to resolve the issue through Buyer-assisted telephone support, Buyer shall ship the warranted goods at FlexPackPRO's expense to the designated FlexPackPRO service center for repair and/or replacement after obtaining a valid Return Material Authorization number. If return ships from outside the contiguous forty-eight United States and District of Columbia, the warranty excludes all in-bound and out-bound shipping costs and associated charges.

### Failure to Repair

If FlexPackPRO is unable to repair warranted goods after a reasonable number of attempts, FlexPackPRO will provide, at its option, (i) new or refurbished replacement goods provided Buyer returns the non-conforming goods which become the property of FlexPackPRO; or (ii) a refund of the purchase price depreciated in accordance with standard accounting principles. This represents the Buyer's exclusive remedies and FlexPackPRO's sole obligations for any breach of this warranty policy. No other remedies, obligations, liabilities, rights or claims, whether arising in tort, negligence, strict liability or otherwise, are available.

### Exclusions

FlexPackPro's warranties herein do not cover failure of warranted goods resulting from: (i) installation, setup or modification of warranted goods not authorized by FlexPackPRO or conducted by a non-authorized third party; (ii) abuse, misuse, mishandling, accident, neglect or any other use not in accordance with FlexPackPRO's recommendations, accompanying documentation, published specifications or standard industry practice; (iii) failure to provide power, air, supplies, storage conditions or an operating environment that conforms to FlexPackPRO's accompanying documentation or published specifications; (iv) unauthorized cleaning or wash-down procedures, exposure to liquids, moisture, solvents or unqualified environments; (v) fire, flood, lightning or any other act of God, Buyer or third party; (vi) failure to follow handling and maintenance procedures provided in FlexPackPRO training, documentation and published specifications, including electro-static prevention, consumable parts installation and replacement of thermal transfer ribbons; (vii) the warranted goods and parts thereof, including but not limited to thermal printheads and ribbon drive rollers, being used or coming into contact with any equipment, parts, supplies or consumables not manufactured, distributed or approved by FlexPackPRO; (viii) repair or service by anyone other than FlexPackPRO or its authorized representatives. FlexPackPRO in its sole but reasonable discretion will determine whether any exclusions herein apply.

### Limitation of Liability

FlexPackPRO shall not be liable for any indirect, special, incidental or consequential damages related to claims under this warranty. FlexPackPRO's maximum liability will not exceed the price of the goods or services furnished by FlexPackPRO giving rise to the claim.

### Disclaimer

These warranties are in lieu of all other warranties, expressed or implied, including implied warranties of merchantability or fitness for a particular purpose. No employee, agent or representative of FlexPackPRO, other than an officer of FlexPackPRO, is authorized to make any warranty different from or in addition to the foregoing.

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August 2019

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