



SHRINK TECH SYSTEMS L.L.C.
www.shrinktechsystems.com

Shrink Tech Systems WARRANTY

SHRINK TECH SYSTEM L.L.C. WARRANTS THAT ITS SYSTEMS SHALL BE FREE FROM DEFECT IN MATERIAL AND WORKMANSHIP FOR A PERIOD OF TWELVE (12) MONTHS FOR O.E.M. MANUFACTURED PARTS FROM THE DATE OF DELIVERY OF THE SYSTEM, OR FOR 2000 OPERATING HOURS, WHICHEVER COMES FIRST. SYSTEMS NEGLECTED, ABUSED OR NOT MAINTAINED IN ACCORDANCE WITH THE MAINTENANCE TRAINING PROVIDED WHEN INSTALLED ARE NOT COVERED BY THIS WARRANTY. ALL PURCHASE PARTS ARE COVERED RELATIVE TO THAT "MANUFACTURES" WARRANTY PERIOD.

ANY SUCH DEFECT MUST BE DISCOVERED AND COMMUNICATED TO S.T.S. DURING THE WARRANTY PERIOD. IF S.T.S. TECHNICIANS AGREE THAT THE DEFECTS, IF REPORTED WITHIN THE WARRANTY PERIOD, OCCURRED DURING THE SYSTEM NORMAL AND APPROPRIATE USE, S.T.S. WILL SHIP AND INVOICE THE PURCHASER THE REPLACEMENT PARTS VIA GROUND TRANSPORTATION.

IF AIR SHIPMENT IS REQUIRED, S.T.S. WILL INVOICE THE DIFFERENCE. AFTER THE RETURN OF THE PART IN QUESTION, S.T.S. WILL DETERMINE THE DEFECT AND ISSUE CREDIT.

S.T.S. SOLE OBLIGATION UNDER THIS WARRANTY AND PURCHASERS' SOLE REMEDY SHALL BE, TO REPAIR OR REPLACEMENT OF THOSE PARTS WHICH ARE DEFECTIVE IN MATERIAL OR WORKMANSHIP.

SHOULD PURCHASER RETURN TO S.T.S. ANY PRODUCT WHICH IS NOT DEFECTIVE, PURCHASER SHALL PAY THE SHIPMENT COSTS PLUS S.T.S. A MINIMUM SERVICE CHARGE.

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, S.T.S. MAKES NO WARRANTIES OR REPRESENTATION TO PURCHASER EITHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

S.T.S. SHALL NOT BE LIABLE FOR ANY DAMAGE, INCLUDING, BUT NOT LIMITED TO CONTINGEMENT OR CONSEQUENTIAL DAMAGES, LOSS OF PRODUCT, RESULTING OUT OF PURCHASER'S NEGLIGENCE OF FAULTY WORKMANSHIP OR OPERATION OF THE SYSTEM NOT IN ACCORDANCE WITH S.T.S. INSTRUCTIONS, INCLUDING, BUT NOT LIMITED TO THE USE OF OTHER REPLACEMENT PARTS THAN THOSE RECOMMENDED BY S.T.S.. USE OF PARTS NOT RECOMMENDED BY S.T.S. SHALL RESULT IN AN EXPRESS WAIVER TO CLAIM ANY RIGHT UNDER THIS WARRANTY.

S.T.S. SHALL NOT BE LIABLE FOR LOSS, DAMAGE, DELAYED DELIVERY OR FAILURE TO DELIVER RESULTING FROM CAUSES BEYOND IT CONTROL OR ACTS OF GOD, INCLUDING, BUT NOT LIMITED TO ACTS OF DISTRIBUTOR, ACTS OF CIVIL OR MILITARY AUTHORITY, FIRES, STRIKES, OR OTHER LABOR. DISTURBANCES, FLOODS, EPIDEMICS, QUARANTINE RESTRICTIONS, WAR, RIOTS, DELAYS IN TRANSPORTATION, CAR SHORTAGES, CASUALTIES, OR ANY OTHER CAUSE OF CIRCUMSTANCE, WHETHER SIMILAR OR DISSIMILAR TO THE FOREGOING, WHICH AFFECTS THE PRODUCTION, TRANSPORTATION OR DELIVERY OF THE PRODUCTS OR ANY MATERIAL USED IN OR IN CONNECTION WITH THEIR PRODUCTION, NOR SHALL S.T.S. IN ANY EVENT BE LIABLE FOR MANUFACTURE OR DELIVER. THE PERFORMANCE OF THIS AGREEMENT SHALL BE SUSPENDED DURING THE OCCURRENCE OF THE HEREIN ABOVE MENTIONED EVENTS AND SHALL RESUME IN FULL FORCE AND EFFECT WHEN THESE EVENTS CEASE TO PREVENT AGREEMENT'S ENFORCEMENT.

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