

PRE-OWNED PROMISE WARRANTY PRS GROUP - PALLET REPAIR SYSTEMS, INC. 2 Eastgate Drive Jacksonville, IL 62650

Pallet Repair Systems, Inc. ("PRS"), an Illinois corporation, warrants to the purchaser of the <u>PRE-OWNED PROMISE</u> BRANDED MACHINE that the product will be free from defects that would IMPARE THE OPERATION OR FUNCTIONALITY OF THE MACHINE (excluding normal wear and tear) for the earlier of NINETY (90) DAYS from the date of PRS' shipment of the product, or 520 hours of operation of the product.

This warranty becomes valid upon the original purchaser's payment of the full purchase price to PRS, or the date of installation of the equipment by PRS. In order to make a claim under this warranty, within thirty (30) days of actual or constructive knowledge of a defect in the product, the original purchaser must provide PRS written notice of its claim under this warranty coupled with a description of the defective part.

If any part from the product proves to be in violation of this warranty, PRS' sole responsibility under this warranty is to ship to the original purchaser, at no charge, with freight prepaid (carrier of PRS' choice), any part that is found defective. PRS reserves the right of on-site inspection to verify whether or not the part is defective. PRS shall not be responsible for any installation (*i.e.*, labor costs) incurred for (i) the replacement of a defective product or (ii) for the repair of any product whether or not subjected to accident, abuse, misuse, neglect, incorrect adjustments, exposure to corrosives or abrasives, alteration, act of god, casualty, or improper installation. PRS shall not be responsible for wear and tear items including, without limitations, blades, bearings and bushings, or any electrical components of the product. PRS shall not be responsible for other losses or damages claimed to be caused by any product covered or part furnished by PRS under this warranty.

This warranty is null and void if the product is altered in any way without the advance written consent of PRS; the product is not properly maintained pursuant to PRS' written instructions; or, in the case of a defective product, the replacement part is not properly installed.

No other oral or written representation made by PRS or its agents are part of this warranty unless specifically set forth in writing by an authorized representative of PRS.

The above set forth warranty is PRS' sole warranty.

PRS MAKES NO OTHER WARRANTY OF ANY KIND WHATSOEVER, EXPRESSED OR IMPLIED; AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE EXCEEDING THE AFORESAID OBLIGATION ARE HEREBY DISCLAIMED BY PRS AND EXCLUDED FROM THIS AGREEMENT.

PRS SHALL NOT BE LIABLE FOR SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES AND IN NO CASE SHALL PRS' LIABILITY EXCEED THE ORIGINAL COST OF THE PRODUCT.

Any part returned to our factory under this warranty shall be returned all transportation charges prepaid.

Written authorization to return a part must be obtained from PRS and a copy of the authorization must be included with the return shipment.