

PRODUCT LIMITED WARRANTY
PALLETT REPAIR SYSTEMS, INC.
2 Eastgate Drive
Jacksonville, IL 62650

Pallet Repair Systems, Inc. (“PRS”), an Illinois corporation, warrants to the original purchaser of the product that the product will be free from defects in material and workmanship (excluding normal wear and tear) for the earlier of eighteen (18) months from the date of PRS’ shipment of the product to the original purchaser, or 3,120 hours of operation of the product.

The claim remedies under this warranty become available to the original purchaser only after payment of the full purchase price to PRS, but the date of full payment does not affect the effective date of this warranty. 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 defective in material or workmanship 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, and 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 the component manufacturer’s recommendations (if any) and PRS’ written recommendations and instructions; or, in the case of a defective product, the replacement part is not properly installed.

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.

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 as an addendum to this warranty.

THE ABOVE SET FORTH LIMITED WARRANTY IS PRS' SOLE WARRANTY. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE ABOVE SET FORTH LIMITED 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. THIS LIMITATION TO CONSEQUENTIAL DAMAGES DOES NOT APPLY TO PERSONAL INJURY CLAIMS.

This warranty is governed by and construed in accordance with the laws of the State of Illinois, without regard to conflict of law principles. Any action seeking or requiring interpretation, construction, or enforcement of this warranty, shall be brought in the Circuit Court of the Seventh Judicial Circuit, Morgan County, Illinois, or, to the extent required by law, the United States District Court for the Central District of Illinois, to the exclusion of all other venues.