

Equipment Performance Guarantee Advanced Poly-Packaging, Inc.

EQUIPMENT CAPABILITY

Advanced Poly-Packaging, Inc. (APPI) guarantees that each supplied system will meet or exceed the designed level of performance. In the event the system does not achieve the designed performance, APPI will provide additional resources to make corrections at no cost or refund 100% of the original purchase price. Newly purchased equipment of the same model will also be covered by this performance guarantee with written approval of Advanced Poly, Inc.

PERFORMANCE GUARANTEE

The APPI System will perform as stated in our quoted Product Evaluation. Performance testing will be performed prior to shipment with customer-supplied product and materials and customer will confirm that the equipment performance is acceptable prior to shipment based on supplied video or acceptance test at our facility.

Should performance problems arise after installation, the customer must be aware that unfamiliarity or training issues, changes in settings, material changes or tolerance, changes in loading methods, changes in product characteristics, or other conditions will affect performance levels. Operators not familiar with the equipment will take longer to load new materials, will load slower and may change settings which will affect performance. Quality of the materials supplied to the machine may also affect performance.

Prior to making a service call, the customer agrees to provide any requested settings, products, pictures, videos or other descriptive tools to help diagnose any claim of performance problems. Advanced Poly personnel will promptly provide all possible assistance without charge to overcome performance problems. However, if the issues causing the performance issues are not equipment related, APPI will offer recommendations to remedy the issue.

If equipment performance problems cannot be overcome for any reason after attempting to correct problems with customer assistance and the equipment does not perform to these standards, Advanced Poly will make all necessary changes at no charge to the customer. However, if it is found that the non-performance of the Advanced Poly equipment is due to the operational techniques of the customer's operator(s) or caused by product(s) not previously tested by APPI, then the customer will be charged in full for the service call.

The customer is responsible for training and familiarizing all operators and maintenance personnel with proper Advanced Poly equipment operations and troubleshooting techniques.

Terms and Conditions, APPI Performance Guarantee

1. APPI must supply the equipment as quoted, including all options quoted, service, installation and training quoted.
2. Buyer must purchase the equipment according to APPI's quoted terms and conditions including payment terms, approval procedures and approval site.
3. Buyer will complete a pre-installation checklist upon APPI request.
4. Buyer will prepare for APPI installation by providing the necessary floor-space, air supply, electrical supply, operator personnel and maintenance personnel. These personnel must be present when requested by APPI's service technician.
5. Buyer pays all invoices within terms.
6. Buyer must complete a written notice of performance deficiency within 90 days of the original invoice date.
7. APPI will provide or authorize an on-site evaluation to remedy the deficiency.
8. Buyer will provide a reasonable timeframe for deficiencies to be corrected.
9. APPI will provide a return authorization if the deficiencies are not corrected.
10. Buyer will return the system complete and in like new condition.
11. APPI will inspect the equipment upon return and promptly refund the purchase price of the equipment (excluding cost of customizations**, restocking charges, freight, service or other related charges).

***Note: Customized systems that require the customizations prior to performing a full and complete production evaluation are not subject to APPI's performance guarantee. The cost of the customizations may be agreed/quoted in advance at a fixed cost, or billed on time & materials basis. Costs of the customizations, testing, or other related costs required for APP to perform evaluations to determine Performance Speed, Accuracy, Consistency, Material Specifications or other required information do not apply to APPI's Performance Guarantee. The Customer and APPI should agree in advance of the charges and maximum refund amounts prior to placing and receiving an order.*

Advanced Poly only accepts orders where there is a high degree of confidence that the goals and objectives of the system will be met. However, based on the level of customizations, there is a chance that the system will not perform to the expectations of the customer.