

ADVANCED POLY-PACKAGING, INC.

USED & FACTORY-REBUILT EQUIPMENT LIMITED PARTS WARRANTY

COVERAGE	Replacement parts only
LABOR	No labor, field service, removal, installation, diagnostics, travel, or reimbursement
SHIPPING	No freight, shipping, insurance, customs, brokerage, duties, taxes, or related charges in either direction
STANDARD TERM	12 months from delivery or 1,000,000 additional operating cycles, whichever occurs first

1. Limited Parts Warranty

Advanced Poly-Packaging, Inc. ("APPI") warrants to the original purchaser ("Purchaser") that Used or Factory-Rebuilt APPI Equipment sold by APPI will be free from defects in material and workmanship under normal use and service during the applicable Warranty Period, subject to the terms, conditions, limitations, and exclusions contained in this Limited Parts Warranty.

This warranty is a parts-only warranty. If APPI determines that a component covered by this Limited Parts Warranty is defective in material or workmanship, APPI will, at its sole option, furnish a replacement part or component. APPI may provide a new, repaired, reconditioned, remanufactured, or functionally equivalent replacement part or component.

NO LABOR OF ANY KIND IS INCLUDED OR COVERED UNDER THIS LIMITED PARTS WARRANTY.

This Limited Parts Warranty applies only to Used or Factory-Rebuilt APPI Equipment sold by APPI unless different warranty terms are expressly stated in APPI's quotation, order acknowledgment, invoice, or other written agreement.

2. Warranty Period

The standard warranty period is twelve (12) months from the date of delivery to Purchaser or 1,000,000 additional operating cycles after delivery, whichever occurs first.

For purposes of determining the cycle-based Warranty Period, APPI may record the equipment's operating cycle count before or at the time of shipment or delivery. The 1,000,000-cycle Warranty Period will be measured from that recorded starting cycle count.

If the equipment cycle counter is reset as part of an APPI factory rebuild, the cycle count displayed at delivery may be used as the warranty starting point. The applicable operating cycle count will be determined by the cycle-counting system designated by APPI for the equipment.

Tampering with, disabling, resetting, bypassing, or altering the applicable cycle counter without APPI's written authorization may result in denial of warranty coverage if APPI cannot reasonably verify the equipment's actual operating cycles during the Warranty Period.

Any replacement part or component furnished under this Limited Parts Warranty will be warranted only for the unexpired portion of the original Warranty Period. Providing a replacement part or component does not restart or extend the original Warranty Period.

3. Purchaser's Sole and Exclusive Remedy

PURCHASER'S SOLE AND EXCLUSIVE REMEDY UNDER THIS LIMITED PARTS WARRANTY IS, AT APPI'S SOLE OPTION, THE FURNISHING OF A REPLACEMENT PART OR COMPONENT FOR A PART OR COMPONENT THAT APPI DETERMINES IS DEFECTIVE AND COVERED BY THIS LIMITED PARTS WARRANTY.

This Limited Parts Warranty does not include repair labor, troubleshooting labor, diagnostic labor, removal labor, installation labor, reinstallation labor, field service, travel, or any other labor or service expense. APPI's responsibility under this Limited Parts Warranty is limited to providing the applicable replacement part or component.

4. Obtaining Warranty Parts

To request coverage under this Limited Parts Warranty, Purchaser must promptly notify APPI or an authorized APPI distributor or service representative after discovering the claimed defect.

Purchaser must provide information reasonably requested by APPI to evaluate the claim, which may include:

- Equipment model and serial number;
- Current operating cycle count;
- Warranty starting cycle count, if applicable;
- Date of delivery;
- Dated proof of delivery;
- Description of the claimed defect or malfunction;
- Photographs, videos, error messages, or other diagnostic information reasonably requested by APPI; and
- Maintenance or service records when relevant to determining the cause of the claimed failure.

APPI may require reasonable troubleshooting or diagnostic procedures to be performed by Purchaser before approving a warranty replacement part. APPI may also require the claimed defective part or component to be returned to APPI for inspection and evaluation before or after providing a replacement part.

No equipment, part, or component should be returned to APPI without prior return authorization from APPI.

5. Shipping, Freight, Insurance, and Risk of Loss

NO SHIPPING, FREIGHT, INSURANCE, CUSTOMS, BROKERAGE, DUTIES, TAXES, OR OTHER SHIPPING-RELATED CHARGES ARE COVERED UNDER THIS LIMITED PARTS WARRANTY.

Purchaser is responsible for all shipping and freight charges associated with a warranty claim, including:

- Shipment of equipment, parts, or components to APPI or another location designated by APPI;
- Shipment of replacement parts or components from APPI to Purchaser;
- Return shipment of inspected or unrepaired equipment, parts, or components;

- Expedited or special shipping charges;
- Shipping insurance;
- Packaging and handling expenses;
- Customs duties and taxes;
- Brokerage charges;
- Import or export fees; and
- Any other transportation or shipping-related costs.

These responsibilities apply to shipments within and outside the United States.

Risk of loss or damage to equipment, parts, or components shipped by Purchaser remains with Purchaser until received by APPI or the location designated by APPI. Risk of loss for replacement parts or components shipped by APPI passes to Purchaser upon delivery by APPI to the carrier, to the extent permitted by applicable law and APPI's applicable Terms and Conditions.

6. No Labor Coverage

THIS IS A PARTS-ONLY WARRANTY. APPI WILL NOT PAY OR REIMBURSE LABOR OF ANY KIND IN CONNECTION WITH A WARRANTY CLAIM.

Without limitation, this Limited Parts Warranty does not cover:

- APPI field-service labor;
- Distributor or dealer labor;
- Purchaser's employee labor;
- Third-party service or contractor labor;
- Diagnostic or troubleshooting time;
- Removal of defective equipment, parts, or components;
- Installation or reinstallation of replacement parts or components;
- Programming, setup, adjustment, calibration, or commissioning labor;
- Travel time or travel expenses;
- Lodging, meals, mileage, or other field-service expenses;
- Rigging, lifting, electrical, plumbing, compressed-air, network, or other facility work; or
- Any other labor, service, or incidental expense associated with diagnosing, accessing, removing, replacing, installing, adjusting, or testing a warranted part.

Purchaser is responsible for arranging and paying all labor necessary to diagnose the equipment and remove, install, configure, adjust, or test replacement parts.

7. Condition of Used or Factory-Rebuilt Equipment

Purchaser acknowledges that Used or Factory-Rebuilt Equipment is not new equipment and may exhibit normal wear, cosmetic imperfections, prior use, previous repairs, replaced components, or other conditions consistent with its age and prior service.

This Limited Parts Warranty does not warrant that Used or Factory-Rebuilt Equipment is equivalent in appearance, condition, remaining service life, or performance characteristics to new equipment except to the extent expressly stated by APPI in writing.

Normal wear, cosmetic condition, and conditions disclosed to Purchaser before sale are not defects covered by this Limited Parts Warranty.

8. Proper Use and Maintenance

Warranty coverage is contingent upon the equipment being properly installed, operated, maintained, and serviced in accordance with applicable APPI operating instructions, specifications, and the Maintenance Manual applicable to the equipment.

Purchaser is responsible for performing required preventive maintenance and for using appropriate replacement wear and expendable components. APPI may deny warranty coverage when a failure or damage is caused by failure to perform required maintenance or by operation contrary to APPI's published instructions or specifications.

9. Exclusions

This Limited Parts Warranty does not cover:

- Expendable or normal wear components. Wear and expendable components vary by equipment model and are identified in the applicable APPI Maintenance Manual;
- Normal wear, aging, or deterioration;
- Cosmetic defects or imperfections consistent with used equipment;
- Conditions disclosed to Purchaser before sale;
- Accident, abuse, neglect, misuse, or improper operation;
- Improper installation, maintenance, adjustment, repair, or service not performed or authorized by APPI;
- Unauthorized modification, alteration, tampering, or relocation where such action causes or contributes to the claimed failure;
- Use of replacement parts, accessories, software, controls, or components not approved by APPI where such use causes or contributes to the claimed failure;
- Unusual or improper physical, electrical, electronic, or electromechanical stress;
- Improper, unstable, inadequate, or interrupted electrical power;
- Water, moisture, condensation, or humidity damage;
- Fire, flood, lightning, environmental conditions, or other external causes;
- Damage occurring during transportation or handling;
- Operation outside the environmental, electrical, pneumatic, mechanical, or other specifications established by APPI;
- Packaging or processing corrosive, abrasive, contaminating, hazardous, incompatible, or otherwise damaging products or materials;
- Failures caused by equipment, systems, utilities, materials, or components not supplied by APPI; or
- Equipment that is no longer owned or possessed by the original Purchaser, except where APPI has expressly approved a warranty transfer in writing.

10. Equipment Integration

APPI assumes no responsibility for the compatibility, operation, performance, communication, or integration of APPI equipment with equipment, controls, software, systems, or processes supplied by others unless APPI has expressly agreed in writing to perform or assume responsibility for that integration.

Where APPI performs integration and testing, APPI's responsibility is limited to the integration scope, operating conditions, and test criteria expressly documented by APPI in writing. Changes made after testing to equipment, software, programming, controls, utilities, communication networks, production conditions, or third-party systems are not covered to the extent such changes cause or contribute to a failure or performance issue.

11. Bag Sizing and Application Suitability

Purchaser is responsible for determining and verifying the suitability of bag dimensions, bag materials, film characteristics, product characteristics, and packaging configuration for Purchaser's particular application.

Any bag-size, film, material, or application recommendation provided by APPI is provided for assistance based upon the information available to APPI and does not constitute a warranty of suitability for Purchaser's particular application unless APPI expressly provides such a warranty in a written agreement signed by an authorized representative of APPI.

Purchaser is responsible for conducting appropriate testing and approving the final bag, film, product, and packaging configuration before production use.

12. Software and Firmware

APPI equipment may contain PLC programs, human-machine interface ("HMI") or touchscreen programs, firmware, configuration files, and other software developed or supplied by APPI. APPI Software remains subject to APPI's applicable Software License and Activation Terms.

Purchase of Used or Factory-Rebuilt APPI Equipment does not transfer ownership of APPI's proprietary software or intellectual-property rights.

Unless expressly stated otherwise by APPI in writing, software programming, programming labor, software modification, software updates, configuration, data recovery, and other software-related services are not parts and are not covered by this Limited Parts Warranty.

Any software license or activation rights associated with Used or Factory-Rebuilt Equipment are governed separately by APPI's Software License and Activation Terms.

13. Disclaimer of Other Warranties

EXCEPT FOR THE EXPRESS LIMITED PARTS WARRANTY SPECIFICALLY SET FORTH HEREIN, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, APPI MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

NO WARRANTY OR REPRESENTATION IS MADE THAT USED OR FACTORY-REBUILT EQUIPMENT IS EQUIVALENT TO NEW EQUIPMENT OR THAT THE EQUIPMENT WILL MEET PURCHASER'S PARTICULAR PRODUCTION REQUIREMENTS, APPLICATION REQUIREMENTS, OUTPUT REQUIREMENTS, OR OTHER PARTICULAR PURPOSE EXCEPT TO THE EXTENT EXPRESSLY STATED IN A WRITTEN AGREEMENT SIGNED BY AN AUTHORIZED REPRESENTATIVE OF APPI.

14. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL APPI BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PRODUCTION, LOSS OF USE, DOWNTIME, LOST PROFITS, LOST REVENUE, LOST SAVINGS, LOST CONTRACTS, LOSS OR DAMAGE TO PRODUCT OR MATERIALS, COST OF SUBSTITUTE EQUIPMENT, OR CLAIMS MADE AGAINST PURCHASER BY ANY THIRD PARTY, WHETHER ARISING FROM BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER THEORY OF LIABILITY, EVEN IF APPI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, APPI'S AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THE USED OR FACTORY-REBUILT EQUIPMENT, REGARDLESS OF THE FORM OR BASIS OF THE CLAIM, WILL NOT EXCEED THE PURCHASE PRICE ACTUALLY PAID TO APPI FOR THE SPECIFIC EQUIPMENT GIVING RISE TO THE CLAIM.

The limitations contained in this section are an essential part of the allocation of risk between Purchaser and APPI, and APPI's pricing for Used and Factory-Rebuilt Equipment reflects that allocation of risk.

15. Non-Transferability

This Limited Parts Warranty is provided solely to the original Purchaser and is not transferable or assignable to another owner, user, or party without APPI's prior written consent.

16. Past-Due Accounts

APPI may suspend performance of warranty obligations while undisputed amounts owed by Purchaser to APPI are delinquent or past due. Any such suspension does not extend or restart the applicable Warranty Period.

17. Authority to Modify Warranty

This Limited Parts Warranty constitutes APPI's express warranty for Used or Factory-Rebuilt APPI Equipment unless different warranty terms are expressly stated in a written agreement signed by an authorized representative of APPI.

APPI's employees, agents, distributors, dealers, service representatives, and other third parties are not authorized to modify, expand, or create warranties binding upon APPI unless such modification is expressly approved in writing by an authorized representative of APPI.

Advertising, sales presentations, technical discussions, recommendations, estimates, demonstrations, correspondence, or other oral or written statements do not modify this Limited Parts Warranty or create an additional warranty unless expressly incorporated into a written agreement signed by an authorized representative of APPI.

Advanced Poly-Packaging, Inc. | 1331 Emmitt Road, Akron, OH 44306 | 330-785-4000 | sales@advancedpoly.com