



Advanced Poly-Packaging, Inc.

1331 Emmitt Road • Akron, OH 44306 • 1-800-754-4403 • fax 330-785-4010 • www.advancedpoly.com

MEMORANDUM: Re: Software License, Advanced Poly-Packaging, Inc. Equipment, Including but not limited to the following models:

T-200 Tabletop Bagger/Sealer
T-275 Tabletop Bagger/Sealer
T-300 Automatic Tabletop Bagger
T-375 Automatic Tabletop Bagger/Printer
T-1000 Advanced Poly-Bagger (all versions)
Ti-1000 Inline Thermal Transfer Printer (all versions)
ST-1000 Towel Inspection & Packaging System
UC-2400 Automatic Parts Counter (all versions)
US-4000 Automatic Rotary Check/Weigh Scale (all versions)
US-5000 Net Weigh/Counting Scale (all versions)
US-5500 Net Weigh/Counting Kit Scale (all versions)
US-6000 Automatic Conveyor Check/Weigh Scale (all versions)
US-7000 Automatic Bulk Scale System (all versions)
US-8000 Multi-Head Net Weigh Scale (all versions)
US-9000 Vibratory Bowl Automatic Net Weigh/Counting Scale (all versions)

Advanced Poly equipment contains software (PLC program, touch screen programs and firmware) that is solely the property of Advanced Poly-Packaging, Inc. This software is protected by copyright law and international treaties. Unauthorized reproduction or distribution of these programs, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possibly under the law.

Upon full payment of the equipment, Advanced Poly-Packaging, Inc. will provide license activation codes, which must be entered into the system to avoid operation disruption. Trial period activation codes are entered into the systems upon shipment which provide a provisional license to the user for a period of 60 days from shipment from the factory. Full license codes will be provided to the user upon request. Prior to expiration of the trial activation period, several warning messages may be displayed to the user which should not be ignored. To avoid operational disruption, users may request the license codes which activate the full or extended license periods. However, full license activation codes will only be provided when full payment has been received. For further information, please contact Advanced Poly-Packaging, Inc.: By email: sales@advancedpoly.com, By phone: USA: 330-785-4000, By Mail: Advanced Poly-Packaging, Inc., 1331 Emmitt Road, Akron, OH 44306.

Advanced Poly-Packaging, Inc. (APPI) warrants to the Purchaser that all New APPI Equipment be free from defects in workmanship or material under normal use and service. During the warranty period, APPI agrees to repair or replace, at its sole option, without charge to Purchaser, any defective component part of the equipment. To obtain service, Purchaser must return the equipment or component to APPI or an authorized APPI distributor or service representative in an adequate container for shipping. Any shipping charges, insurance, or other fees must be paid by Purchaser and all risk for the equipment shall remain with Purchaser until such time as APPI takes receipt of the equipment. Upon receipt, APPI, the authorized distributor or service representative will promptly repair or replace the defective component and then return the equipment or component to Purchaser, shipping charges, insurance and additional fees prepaid. APPI may use reconditioned or like new parts or units, at its sole option, when repairing any component or equipment. Repaired products shall carry the same amount of outstanding warranty as from original purchase. Any claim under the warranty must include a dated proof of delivery. In any event, APPI's liability for defective components or equipment is limited to repairing or replacing the components.



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Standard warranty period is 12 months or 1,000,000 cycles whichever comes first. The warranty commences on the date of delivery of the equipment to the Purchaser.

This warranty is contingent upon proper use of the equipment by Purchaser. This warranty does not cover expendable or wear components. Expendable or wear components vary for each model; see the Maintenance Manual for each model to determine which items are considered wear or expendable components. This warranty does not cover damage which is due to accident, unusual physical, electrical or electromechanical stress, neglect, misuse, failure of electric power, water or humidity damage, improper environmental conditions, transportation, tampering with or altering of the equipment, packaging of corrosive or contaminating products or other products damaging to components, and equipment or components not owned or in the possession of original Purchaser. This warranty does not include labor, travel or other related expenses.

APPI will not be liable for loss of production, profits, lost savings, special, incidental, consequential, indirect or other similar damages arising from breach of warranty, breach of contract, negligence, or their legal action even if APPI or its agent has been advised of the possibility of such damages or for any claim brought against the Purchaser by another party.

This warranty allocates risks of equipment failure between Purchaser and APPI. APPI's pricing reflects this allocation of risk and the limitations of liability contained in this warranty. The warranty set forth above is in lieu of all other express warranties, whether oral or written. The agents, employees, distributors and dealers of APPI are not authorized to make modifications to this warranty, or additional warranties binding on APPI. Accordingly, additional statements such as dealer advertising or presentations, whether oral or written, do not constitute warranties by APPI and should not be relied upon.

Warranty on equipment is considered void when outstanding balances become delinquent.

Equipment Integration to other Equipment: APPI assumes no responsibility for the integration of its products to other products or within a system unless APPI performs the integration, testing and provides the results of the tests to the purchaser in writing. Furthermore, APPI assumes no responsibility for bag sizing whether suggested or recommended.