



Wexxar Packaging Inc. Warranty Guideline

1) Definitions

- a) "Buyer" refers to the person who buys or agrees to buy Products from the Seller.
- b) "Seller" refers to Wexxar/Bel Packaging.
- c) "Product" refers to machine listed in Buyer order, and including products that are modified, altered, or customized to meet Buyer requirements.
- d) "Conditions" refers to the general terms and conditions of sale set out in this document.

2) Conditions

The terms and conditions of sales are limited to those contained herein. Any additional or different terms in any forms delivered by Buyer not specifically accepted in writing by the Seller are deemed to be material alterations and notice of objection to them and rejection of them is hereby given.

3) Acceptance

The placing of an order constitutes the acceptance of all the terms and conditions outlined herewithin.

4) Cancellation

Orders cannot be cancelled without the written consent of an authorized employee of the Seller and in such case, the Buyer will fully indemnify the Seller any loss suffered by the Seller by reason thereof.

5) Delivery

Seller will make a good faith effort to complete the delivery of the Products to Buyer, but Seller assumes no responsibility or liability for loss and damage due to delay or inability to deliver, whether or not such loss or damage was made known to Seller, including, but not limited to, liability for Seller's non-performance caused by acts of God, war, labor difficulties, accidents, inability to obtain materials, delays of carriers, contractors or suppliers or any other causes of any kind whatsoever beyond the control of Seller.

6) Transportation

All Products will be shipped at the Buyer's sole risk and expense in accordance with written instructions of the Buyer. In cases where the Buyer refuses and/or neglects to give written instructions, the Seller reserves the right to ship the Product at the Buyer's risk and expense on any carrier chosen by the Seller, and the responsibility of the Seller will cease with the delivery of the Product to the relevant carrier.

7) Risk

The risk of loss or damage to the Product shall be borne by the Seller until the Product is delivered to a carrier and thereafter shall be borne by the Buyer.

8) Price

The price quoted here is F.O.B. Seller's factory unless otherwise specified. Prices quoted are subject to change and all such prices are firm only if accepted within the time period specified in the quotation.

9) Taxes

Prices are exclusive of all applicable federal, state, provincial and local taxes, duties, levies or fees. Any taxes, duties, levies or fees which Seller may be required to pay or collect under any existing or future law, upon or with respect to the sale shall be for the account of the Buyer, who shall promptly pay the amount thereof to Seller upon demand.

10) Payment

Buyer shall not be entitled to withhold payment of any sums due to the Seller by reason of any disputed claim by the Buyer relating to any Products or deliveries. If the Buyer fails to make payment by the due dates; the Seller shall be entitled to suspend all or any other deliveries to be made under that or any other contract with the Buyer and in such event the Buyer shall not be released from its obligations to the Seller under that or any such other contract. The Seller shall be entitled to treat the sale contract with the Buyer as having been terminated by the Buyer and to claim damages for breach of contract.

11) Overdue Interest

Interest on overdue invoices shall be charged from the date when payment becomes due from day to day until the date of payment at the rate of 10% per annum.

12) Warranty

Product and parts manufactured by the Seller are warranted for a period against failure or defective workmanship.

a) Coverage

Warranty only covers replacement parts and components. Service labor and expenses are not included and are chargeable.

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b) *Period (Term)*

The Warranty period is for twelve (12) Months from the date of shipment.

c) *Warranty will cease if:*

- i) Product or parts were sold to another party other than the intended customer. (Warranty is maintained if sold through a distributor)
- ii) Product or part is repaired, serviced or interfered with (in any way) other than by the Seller or a certified service technician from a distributor
- iii) Product or parts damaged by:
 - (1) Normal wear and tear
 - (2) Accident
 - (3) Misuse
 - (4) Failure to properly clean product or any part
 - (5) Failure to properly maintain and service
 - (6) Infestation of insects or vermin
 - (7) Incomplete installation
 - (8) Incorrect operation
 - (9) Excessive use
 - (10) Use of which is not designed
 - (11) Incorrect voltage

d) *Claim*

Any warranty claim must be made in writing to the Seller within the applicable warranty period and within ten (10) days of Product failure or the claim will be rejected.

13) **Indemnity**

- a) Buyer agrees to indemnify and hold harmless Seller from any and all expenses incurred, claims made, or liabilities assessed against Seller, including but not limited to attorneys' fees and litigation expenses, arising out of or resulting from, directly or indirectly, in whole or in part, the actions or inactions of Buyer which cause injury or damage to any other person.
- b) Buyer hereby waives, releases and forever discharges Seller from any and all claims, causes of action, damages, losses (economic and non-economic), and liabilities of every kind (collectively "Claims"), for death, personal injury, or property damage, which may arise out of, result from, or relate to the misuse, improper installation, unauthorized alteration, or careless handling of the Product by Buyer.

14) **Title**

The title and right of possession of the Product quoted herewithin shall remain with the Seller and such Product shall remain Seller's property until all payments have been made in full.

15) **Intellectual Property Rights**

Nothing herein shall grant to the Buyer any intellectual property rights including but not limited to patent, copyright, trademark, know-how, trade secrets or any other proprietary rights.

16) **Entire Agreement**

The terms and conditions contained herein may not be added to, modified, superseded or otherwise altered except by a written modification signed by Seller. All transactions shall be governed solely by the terms and conditions contained herein.

Wexxar/BEL, A division of Pro Mach

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Packaging: 800.252.5894 | **LINC**systems.com | info@lincsystems.com