WARRANTIES AND LIMITATIONS

I. Cordstrap warrants that for a period of

- a. ninety (90) days from the date of shipment for Cordstrap manually operated handheld strapping tools;
- b. six (6) months from the date of shipment for Cordstrap pneumatic handheld strapping tools

All products sold to Purchaser by Cordstrap will be free from defects in material and workmanship under normal use. During said Warranty period, Cordstrap agrees to replace free of charge any Cordstrap manufactured or purchased part or component which is determined to be defective. Cordstrap may require that the defective part or component be sent to Cordstrap, or its designated authorized representative, freight or postage prepaid. Repairs to products must be made by a Cordstrap authorized service representative; by Purchaser's employees trained by Cordstrap who apply Cordstrap approved repair procedures; or in accordance with repair procedures set forth in the Product Service Manual provided by Cordstrap if applicable.

For repairs and/or replacement parts not covered under this warranty Cordstrap shall have the right to charge Purchaser for such work and parts at Cordstrap's regular rates.

- II. **Exclusions** Deficiencies and defects to tools resulting from normal wear and tear are explicitly excluded from this warranty including the following parts:
 - Strap Cutters and Cutter Assemblies
 - Gripper Plates
- III. Cordstrap warrants that for a period of thirty (30) days from the date of services provided, the products repaired will be free from defects in material and workmanship when under normal and intended use.
- IV. This Warranty extends only to the original purchase from Cordstrap and is not transferable.
- V. **Cordstrap warrants and represents** that the products when used in accordance with instructions provided by Cordstrap, will not infringe any patent or other proprietary right of any third party.

DISCLAIMERS

THESE WARRANTIES ARE EXPRESSLY CONDITIONED ON:

- 1. EQUIPMENT AND TOOLS REPAIRED BY AN AUTHORIZED CORDSTRAP SERVICE REPRESENTATIVE.
- 2. PURCHASER FOLLOWING THE CORDSTRAP PRESCRIBED MAINTENANCE SCHEDULE, OPERATING AND OTHER INSTRUCTIONS.

FAILURE TO FOLLOW THE ABOVE EXPRESS CONDITIONS SHALL VOID ALL WARRANTIES OTHERWISE APPLICABLE TO THE PRODUCTS OR SERVICES.



CORDSTRAP EQUIPMENT AND TOOLS ARE DESIGNED, MANUFACTURED AND TESTED USING CORDSTRAP MANUFACTURED STRAPPING, BUCKLES AND PARTS. USE OF NON-CORDSTRAP MANUFACTURED STRAPPING, BUCKLES AND REPLACEMENT PARTS WILL VOID ALL WARRANTIES OTHERWISE APPLICABLE TO THE PRODUCTS OR SERVICES. CORDSTRAP PRODUCTS THAT ARE MODIFIED OR ALTERED BY A PARTY OTHER THAN CORDSTRAP, MISUED OR ABUSED, SHALL ALSO VOID ALL WARRANTIES OTHERWISE APPLICABLE TO THE PRODUCTS OR SERVICES.

DISCLAIMER OF FURTHER WARRANTIES

CORDSTRAP'S WARRANTIES AND REPRESENTATIONS ARE SPECIFICALLY LIMITED TO THOSE SET FORTH ABOVE. CORDSTRAP MAKES NO WARRANTIES OR REPRESENTATIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CORDSTRAP MAKES NO OTHER WARRANTIES EXPRESS OR IMPLIED. IN NO EVENT SHALL CORDSTRAP BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, DIRECT, INDIRECT, PUNITIVE OR SPECIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, BUSINESS OR GOODWILL, INCREASED COSTS OF OPERATIONS, OR COST OF SUBSTITUTE GOODS) EVEN IF ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES, WHETHER OR NOT BASED UPON CORDSTRAP'S NEGLIGENCE OR BREACH OF WARRANTY OR STRICT LIABILTY IN TORT OR ANY OTHER CAUSE OF ACTION.

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