

E-Z Pack Manufacturing, LLC  
P. O. Box 790 - 200 Ladish Road, Cynthiana, KY 41031

## *Manufacturer's Warranty*

### **E-Z Pack Refuse Bodies**

E-Z Manufacturing, LLC, referred to herein as the Manufacturer, warrants each new product of it's own manufacture to be free from defects in material and workmanship, under normal use and service, to the original user only, for a period of 12 months from date of purchase, subject to conditions outlined below. Manufacturer's obligation under this warranty is limited to repair, or replacement with a similar part, any part of the product of our manufacture which is returned to us within 30 days after discovery of the defect, properly identified and transportation charges prepaid, and not more than 12 months after purchase by the original user, provided that in Manufacturer's judgment the part is defective in material or workmanship.

Manufacturer will furnish without charge FOB it's plant a similar part to replace any part of a product of it's manufacture which proves to be defective in material or workmanship while in normal use and service during this period.

The Manufacturer's warranty or obligation in connection with the sale of the product:

1. Shall be expressly limited to the repair or replacement of defective parts, as stated above, all other damage and claims, statutory or otherwise, being hereby expressly waived by the purchaser and covers only those labor charges specifically authorized by Manufacturer.
2. Shall not apply if the product has been operated beyond the Manufacturer's recommended capacity.
3. Shall not apply to any failure or damage incurred through neglect, lack of maintenance, misuse, accident, improper installation, reconstructing or modifying of assemblies or through any other cause beyond the control of the Manufacturer.
4. Does not cover products of other manufacturer beyond such warranty as is made by such manufacturer.

No claim under this warranty shall be valid unless such claim is submitted within twelve (12) months after date of sale or within thirty (30) days after discovery of the defect which is the basis for such claim, whichever event shall occur first.

**THE FOREGOING IS MANUFACTURER'S SOLE WARRANTY AND MANUFACTURER MAKES NO OTHER WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS, IMPLIED OR STATUTORY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WRITTEN OR ORAL ARE HEREBY DISCLAIMED BY THE MANUFACTURER.**

**IN NO EVENT SHALL E-Z PACK MANUFACTURING, LLC BE LIABLE FOR CONSEQUENTIAL DAMAGES, NOR SHALL E-Z PACK MANUFACTURING, LLC'S LIABILITY ON ANY CLAIM FOR ANY DIRECT INCIDENTAL OR SPECIAL DAMAGES ARISING OUT OF OR CONNECTED WITH THE SALES CONTRACT OR MANUFACTURE, SALE, DELIVERY, OR USE OF THE PRODUCTS EXCEED THE PURCHASE PRICE OF THE GOODS.**

**DISTRIBUTOR MUST OBTAIN FACTORY AUTHORIZATION  
BEFORE MAKING WARRANTY REPAIRS OR REPLACEMENT**