

For Owner's Reference

Compactor and Container Warranty

INTER-PAK, LLC (herein referred to as **INTER-PAK**) warrants each new compactor and container to be free from defects in material and workmanship under normal use and service. **INTER-PAK**'s obligation under this warranty extends for a period of 180 days after the initial installation (or 270 days from date of shipment from **INTER-PAK**, whichever occurs first) and is limited to approved labor for the replacement of any defective part or material - in addition, for a period of one year from date of shipment will replace any defective part. During these warranty periods, this warranty excludes any other obligation by **INTER-PAK** for the cost of labor, transportation, or any other cost arising out of such replacement. This warranty shall not apply to any compactor or container that has been subject to misuse, misapplication, negligence, alteration, or accident.

This warranty excludes any obligation by **INTER-PAK** for loss of product, down time, or any other incidental or consequential damage incurred at any time.

INTER-PAK neither assumes nor authorizes anyone to assume for it any other obligation or liability in connection with such compactors or containers.

Failure of **INTER-PAK**'s installer/distributor to be on site at the time of equipment start-up shall void any labor and mileage obligation under this warranty.

INTER-PAK'S WARRANTY POLICY AND PROCEDURE IS THE ONLY WARRANTY APPLICABLE TO COMPACTORS AND CONTAINERS MANUFACTURED BY INTER-PAK AND IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Warranty Policy and Procedure

Compactors

The following Warranty Policy and Procedure is the only warranty made by INTER-PAK, LLC (INTER-PAK) with respect to compaction manufactured by INTER-PAK. INTER-PAK DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

This warranty does not apply to other INTER-PAK products.

1.0 Warranty Policy

1.1 INTER-PAK warrants to customer that each new unit will be free from proven defects in material and workmanship under normal use and service for a period of 12 months from date of installation or 15 months from date of shipment, whichever occurs first.

1.2 Customer's sole and exclusive remedy under this warranty shall be limited to repair or replacement, at INTER-PAK's discretion, of the defective part.

1.3 The term "customer" as used in this Warranty Policy and Procedure refers to the original purchaser of a new unit from INTER-PAK or from any authorized INTER-PAK dealer. This warranty extends only to customer. This warranty may not be assigned without INTER-PAK's prior written consent.

1.4 INTER-PAK shall not be liable for labor or any other cost arising out of the repair or replacement of any part covered by warranty, except as follows: For a period of 9 months from shipment or 6 months from date of installation, whichever occurs first, INTER-PAK may, at its discretion, reimburse customer for the cost of labor necessary to replace a part covered by INTER-PAK, those costs shall not exceed INTER-PAK's Flat Rate Schedule (Please see Appendix A attached to this document). Even if the warranty period set out in paragraph 1.1 has not yet expired, and the parts component of this warranty is still in effect, INTER-PAK will not reimburse labor cost incurred more than 9 months after shipment or 6 months after installation, whichever occurs first. INTER-PAK may reimburse customer and/or otherwise pay for the shipping of the replacement part, subject to paragraph 3.5 below and during the term of the labor component of this warranty, may

also reimburse customer for mileage. Shop supplies, other travel expenses and all other costs will not be reimbursed.

1.5 This warranty shall not apply to any unit that has been subject to abuse, misuse, misapplication, negligence, alteration, mishandling, improper installation, improper service, improper maintenance, accident, operation beyond its designed capabilities, or use with attachments, components, or parts not approved by INTER-PAK.

1.6 INTER-PAK neither assumes nor authorizes anyone to assume for it any other obligation or liability in connection with units covered by this warranty. Any change, amendment, or modification of any of the terms of this warranty must be made in writing and signed by INTER-PAK.

1.7 This warranty excludes any obligation by INTER-PAK for loss of product, down time, container services, or any other damage or cost incurred at any time. IN NO EVENT SHALL INTER-PAK BE LIABLE OR RESPONSIBLE FOR HARM TO PROPERTY OR FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, LOST PROFITS, INTERRUPTION OF BUSINESS, OTHER ECONOMIC LOSS, OR ANY OTHER DAMAGES WHATSOEVER IN CONNECTION WITH THE WARRANTY SET FORTH ABOVE OR IMPLIED BY LAW, OR IN CONNECTION WITH ANY OTHER LIABILITY, REGARDLESS OF THE FORM OF ACTION, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY, STATUTE, OR OTHERWISE, EVEN IF INTER-PAK OR THE AUTHORIZED INTER-PAK DEALER HAS BEEN ADVISED OF THE POSSIBILITY OF

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SUCH DAMAGES. The warranty and remedy set forth above are the sole warranty and exclusive remedy. This exclusive remedy shall not be deemed to have failed of its essential purpose so long as INTER-PAK is willing and able to repair or replace defective parts in the manner described herein.

1.8 INTER-PAK'S KNOWLEDGE OF CUSTOMER'S APPLICATION AND INTENDED USE IS NECESSARILLY LIMITED. CUSTOMER THEREFORE AGREES THAT IT WILL USE ITS OWN SKILL AND JUDGEMENT TO SELECT A PRODUCT THAT SUITS ITS OR THE END USER'S NEEDS. CUSTOMER ASSUMES ALL RISK THAT THE UNIT MAY NOT BE SUITABLE FOR THE CUSTOMER'S OR END USER'S PARTICULAR PURPOSE.

1.9 No claims will be accepted for normal pre-delivery or post-delivery inspection, lubrication, or adjustments. All units are inspected and adjusted at the time of manufacture, but the shipping process may cause fittings to become loosened and adjustments to change. INTER-PAK considers this part of the installation of the unit.

1.10 Ordinary replacement parts (parts offered for sale by INTER-PAK in the ordinary course of business) are not covered by, and are expressly excluded from, the terms of this warranty. Such parts are subject only to a 30-day return policy. Customer must provide accurate dimensions, measurements, and specifications when ordering such parts, which include Sealtite, hydraulic hoses, wiring, piping, and steel options. INTER-PAK will not be liable for any costs arising out of the replacement of any such parts, including labor, transportation, shop supplies, or costs incurred due to an inaccurate or incorrect order by customer.

1.11 No claims will be allowed for loss of hydraulic fluid except in cases where failure of a part clearly caused the loss of over 75% of the hydraulic fluid in the system. In no event will claims for hydraulic fluid exceed the maximum capacity of fluid in the hydraulic system. Allowances for loss of hydraulic fluid are described in the Flat Rate Schedule.

2.0 Customer Responsibility

2.1 The customer must install or provide for installation of the unit in conformance with ANSI Z245.2 (Compactors) and any other applicable codes, regulations, or standards. Customer must comply with all laws and other requirements having force of law applicable at any time to the unit, its installation, or use. Customer shall indemnify and hold INTER-PAK harmless from and against any and all claims, demands,

losses, cost, or liability incurred by INTER-PAK as a result of customer's breach of this provision.

2.2 Customer must be on site for the installation of the unit to ensure that these standards are met.

2.3 INTER-PAK furnishes with each unit an Operation, Maintenance, and Installation (OMI) Manual along with an electrical and hydraulic schematic. Customer must familiarize itself with these materials, present them to any end user, and review them with any end user.

2.4 Customer must train all potential end users in the correct and safe methods of use and operation of the unit.

2.5 INTER-PAK reserves the right to, among other things, deny customer's warranty claim in the event customer fails to perform any of its responsibilities under this warranty.

3.0 Warranty Procedure

3.1 Customer must present any claim under this warranty to INTER-PAK, LLC.

3.2 Customer must notify INTER-PAK within ten (10) calendar days of discovery of any claimed defect. Such notice must include the serial number, model, and location of the subject unit, along with a detailed description of the problem.

3.3 An INTER-PAK service technician may assist the dealer and/or the customer in troubleshooting over the phone to diagnose the problem. If the problem cannot be resolved, and the problem appears to be covered by this warranty, INTER-PAK will provide a Warranty Authorization Number. This number will be used for reference and invoicing.

3.4 At INTER-PAK's discretion, the customer may be required to return an allegedly defective part to INTER-PAK or to an INTER-PAK vendor. The defective part must be received by INTER-PAK or its vendor within fifteen (15) days after the request. If the part is required to be returned, a replacement part will be sent. Once the allegedly defective part is received, it will be inspected for quality. If the part is then deemed by INTER-PAK or its vendor to be defective, the customer will receive any further credit, reimbursement, or allowance due under the terms of this warranty. To the extent INTER-PAK agrees to reimburse any labor per the Flat Rate Schedule, such reimbursement will also be issued at this time. No credit, reimbursement, or allowance will be issued for returned parts that INTER-PAK, in its discretion, determines not to be defective.

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In that event, customer will be obligated to pay for the replacement part and will be solely responsible for any labor.

3.5 All warranty parts are shipped using standard ground services. If the customer wishes to have the part shipped, or wishes to ship a defective part pursuant to paragraph 3.4, by a faster method, the customer will be responsible for all freight charges.

3.6 To the extent INTER-PAK agrees to reimburse any labor, the customer must provide to INTER-PAK's Service Department an itemized invoice or work order of all work performed within thirty (30) days of completion of the work. INTER-PAK will then in turn process the invoice for payment or ask for more information within thirty days. The invoice or work order is REQUIRED to include the serial number of the unit, the model of the unit, the warranty authorization number, a labor hour breakdown, a description of the work performed, and the location of the unit, including end user name, city, and state.

3.7 INTER-PAK recognizes that, from time to time, and for a variety of reasons, an invoice originally submitted within thirty (30) days of completion of the work may need to be re-submitted to INTER-PAK. Any invoice, however, that is resubmitted or otherwise still outstanding ninety (90) days or more after completion of the work will be denied.

3.8 Customer agrees to allow a reasonable time for repair or replacement of any part covered by this warranty.

4.0 Safety Notice

4.1 Ongoing maintenance and repair are essential to the safe and reliable operation of INTER-PAK's products.

4.2 Read and understand the OMI Manual provided with each unit. **follow all warnings and instructions in the manual, on the unit, and otherwise provided by INTER-PAK.**

4.3 MAINTENANCE, REPAIR, OR USE BY UN-TRAINED PERSONNEL CAN CAUSE INJURY OR DEATH.

Maintenance and repair must be performed only by trained and qualified personnel or by personnel authorized by INTER-PAK. Check with the INTER-PAK Service Department to find qualified and/or authorized service personnel in your area if you have none available.

4.4 Maintenance or repair performed by unqualified and/or personnel unauthorized by INTER-PAK will void this warranty.

4.5 Use only genuine INTER-PAK replacement parts or their authorized equivalent. Use of other parts will void this warranty.

FAILURE TO COMPLY WITH ALL OF THE PROCEDURES ABOVE WILL VOID ANY AND ALL WARRANTY CLAIMS

5.0 Additional Provisions Applicable to INTER-PAK Warranty

5.1 Waiver by INTER-PAK of any breach of these provisions shall not be construed as a waiver of any other breach.

5.2 INTER-PAK and customer expressly agree that any action for INTER-PAK's breach of these provisions must be commenced within one (1) year of the date of the alleged breach.

5.3 The provisions of this warranty, together with the appendices attached to this warranty, shall constitute the entire warranty agreement between INTER-PAK and customer.

5.4 If any provision herein shall be held invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

5.5 CUSTOMER WAIVES THE RIGHT TO A TRIAL BY JURY IN ANY ACTION ARISING OUT OF, OR RELATED TO, THE TERMS OF THIS WARRANTY.

Appendix A

A1.0 Flat Rate Schedule



A1.1 Subject to the provisions of INTER-PAK’s Warranty Policy and Procedure, the labor hours eligible for reimbursement are limited to the following:

HORSE POWER	< 5 HP	10 HP-15 HP	20 HP-30 HP	> 30 HP
<i>COMPONENT</i>	<i>HOURS</i>			
MOTOR	1	2	3	4
SOLENOID COIL	0.5	0.5	0.5	0.5
MAIN CYLINDER	2	3	4	4
PC BLADE CYCLINER	N/A	3	3	3
HYDRAULIC PUMP	2	2	2.5	3
DIRECTIONAL CONTROL VALVE	1	1	1	1
POSITION SWITCHES	1	1	1	1
INTERLOCK SWITCH	1	1	1	1
PRESSURE SWITCH	1	1	1	1
RELIEF VALVE	1	1	1	1
HYDRAULIC HOSE	1	1	1	2
PANEL SWITCH COMPONENTS: I.E., RELAY, TIMER, OPERATOR SWITCHES, TRANSFORMER, COUNTERS, ETC.	0.5	0.5	0.5	0.5
PROGRAMMABLE CONTROLLER	1	1	1	1
GEAR BOX	2	4	N/A	N/A
DRAG PLATE	3	3	4	5
MAIN RAM	4	5	6	7
HOLD DOWN BARS	3	4	4	5

A2.0 LABOR RATE

A2.1 Subject to the provisions of INTER-PAK’s Warranty Policy and Procedure, the labor rate for reimbursement is \$60.00 per man hour. This labor rate is effective for all customers unless written consent and acknowledgement has been given by the INTER-PAK Service Department.

A2.2 Maximum allowance for troubleshooting labor is one (1) hour.

A2.3 Travel time is not to be included in labor hours. Only time spent on site will be reimbursed.

A2.4 Subject to the provisions of INTER-PAK’s Warranty Policy and Procedure, in cases where no Flat Rate Hours are prescribed or the customer reasonably believes the claim will exceed the Flat Rate Hours, the customer may contact the INTER-PAK Service Department in advance, provide an estimate of hours required, and request an allowance or reimbursement. INTER-PAK reserves the right to grant or deny customer’s request, in whole or in part, in its sole discretion. If, after the repair has begun, it is discovered that additional work is required and will exceed the customer’s original estimate by more than 10%, customer must contact the INTER-PAK Service Department again for approval. Any claim for

work not listed in the Flat Rate Schedule or for hours in excess of the Flat Rate Schedule will be denied unless prior written approval from the INTER-PAK Service Department has been received and a prior agreement has been reached as to the amount of any allowance for reimbursement.

A3.0 Hydraulic Fluid Reimbursement

A3.1 Subject to the provisions of INTER-PAK’s Warranty Policy and Procedure, allowance for hydraulic fluid will be credited at \$6.00 per U.S. gallon.

A3.2 Allowance for hydraulic fluid will not exceed the maximum capacity of the hydraulic reservoir on the unit.

A4.0 Travel Mileage

A4.1 Subject to the provisions of INTER-PAK’s Warranty and Procedure, the warranty reimbursement for mileage is \$0.50 per mile. Mileage reimbursement will be limited to the distance between the place of business of the customer to the machine location and back, up to a maximum of 250 miles round trip. INTER-PAK will not reimburse or pay any labor rates for travel time.

Installer/Distributor Pre-Delivery Check List:

NOTE: The INTER-PAK installer/distributor must test each of the items indicated below and check them off as inspected in the column provided. The installer/distributor must sign in the space provided below that the tests have been completed. Failure of INTER-PAK installer/distributor to be on site at the time of equipment start-up shall void any labor and mileage obligation under this warranty.

Unit Serial Number

Place a checkmark in the appropriate box below:

- 1.) This unit conforms to the sales order.
- 2.) Check hydraulic oil tanki for proper oil level.
- 3.) Check hydraulic connections for leaks. Tighten as required.
- 4.) Check operation of all machine functions with full work cycle.
- 5.) Check all lubrication points for proper lube.
- 6.) Check direction of pump rotation after installation.
- 7.) Train authorized operators in proper methods and use of compactor systems, including safety procedures.
- 8.) Service voltage, control voltage, and motor heaters (if applicable) are correct.
- 9.) Pressure relief valve setting _____ psi.
- 10.) Products installed in conformity with ANSI Z245.2 as well as any applicable codes and regulations.
- 11.) Owner-user has service manuals, extra copies of electrical schematics, and keys.
- 12.) Guards, interlocks, and other safety devices are installed properly and in good working condition.

The pre-delivery inspections above have been completed, and I was present at the time of equipment start-up.

Installer Company Name

Print Name

Signature

I have accepted delivery of the equipment listed above, and it is operating properly. Authorized operators have been instructed in and understand the proper methods and use of compactor system.

Owner Print Name

Owner Signature