

For Owner's Reference

#### Compactor and Container Warranty

INTERNATIONAL CONTAINER CO., LLC (herein referred to INTERNATIONAL CONTAINER CO.) warrants each new compactor and container to be free from defects in material and workmanship under normal use and service. INTERNATIONAL CONTAINER CO.'s obligation under this warranty extends for a period of 60 months structural and 12 months parts and labor after the initial installation (or 15 months from date of shipment from INTERNATIONAL CONTAINER CO., 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 INTERNATIONAL CONTAINER CO. 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 INTERNATIONAL CONTAINER CO. for loss of product, downtime, or any other incidental or consequential damage incurred at any time.

INTERNATIONAL CONTAINER CO. neither assumes nor authorizes anyone to assume for it any other obligation or liability in connection with such compactors or containers.

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

INTERNATIONAL CONTAINER CO.'S WARRANTY POLICY AND PROCEDURE IS THE ONLY WARRANTY APPLICABLE TO COMPACTORS AND

CONTAINERS MANUFACTURED BY INTERNATIONAL CONTAINER CO. 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 INTERNATIONAL CONTAINER CO., LLC (INTERNATIONAL CONTAINER CO.) with respect to compaction manufactured by INTERNATIONAL CONTAINER CO. INTERNATIONAL CONTAINER CO. 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 INTERNATIONAL CONTAINER CO. products.

International Container provides a pre-delivery checklist to be filled out by the dealer/installer and returned to International Container to start the warranty period. Failure to do so will result in the cancellation of all warranties provided by International Container Co.

## 1.0 Warranty Policy

1.1 INTERNATIONAL CONTAINER CO. 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 60 months structural and 12 months parts and labor from date of installation or 15 months from date of shipment, whichever occurs first.

1.2 The customer's sole and exclusive remedy under this warranty shall be limited to repair or replacement, at International Container Co.'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 INTERNATIONAL CONTAINER CO. or from any authorized INTERNATIONAL CONTAINER CO. dealer. This warranty extends only to the customer. This warranty may not be assigned without INTERNATIONAL CONTAINER CO.'s prior written consent.

1.4 INTERNATIONAL CONTAINER CO. 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 15 months from shipment or 12 months from date of installation, whichever occurs first, INTERNATIONAL CONTAINER CO. may, at its discretion, reimburse customer for the cost of labor necessary to replace a part covered by INTERNATIONAL CONTAINER CO., those costs shall not exceed INTERNATIONAL CONTAINER CO. 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, INTERNATIONAL CONTAINER CO. will not reimburse labor cost incurred more than 15 months after shipment or 12 months after installation, whichever occurs first INTERNATIONAL CONTAINER CO. 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 INTERNATIONAL CONTAINER CO.

1.6 INTERNATIONAL CONTAINER CO. 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 INTERNATIONAL CONTAINER CO.

1.7 This warranty excludes any obligation by INTERNATIONAL CONTAINER CO. for loss of product, downtime, container services, or any other damage or cost incurred at any time. IN NO EVENT SHALL INTERNATIONAL CONTAINER CO. 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 INTERNATIONAL CONTAINER CO. OR THE AUTHORIZED INTERNATIONAL CONTAINER CO. DEALER HAS BEEN ADVISED OF THE POSSIBILITY OF 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 in its essential purpose so long as INTERNATIONAL CONTAINER CO. is willing and able to repair or replace defective parts in the manner described herein.

1.8 INTERNATIONAL CONTAINER CO.'S KNOWLEDGE OF CUSTOMER'S APPLICATION AND INTENDED USE IS NECESSARILY LIMITED. THE 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. INTERNATIONAL CONTAINER CO. considers this part of the installation of the unit.

1.10 Ordinary replacement parts (parts offered for sale by INTERNATIONAL CONTAINER CO. 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 Seal-Tite, hydraulic hoses, wiring, piping, and steel options. INTERNATIONAL CONTAINER CO. 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 INTERNATIONAL CONTAINER CO. harmless from and against any and all claims, demands, losses, cost, or liability incurred by INTERNATIONAL CONTAINER CO. 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 INTERNATIONAL CONTAINER CO. furnishes with each unit an Operation, Maintenance, and Installation (OMI) Manual along with an electrical and hydraulic schematic. The 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 INTERNATIONAL CONTAINER CO. reserves the right to, among other things, deny the customer's warranty claim in the event the 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 INTERNATIONAL CONTAINER CO., LLC.

3.2 Customer must notify INTERNATIONAL CONTAINER CO. 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 INTERNATIONAL CONTAINER CO. 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, INTERNATIONAL CONTAINER CO. will provide a Warranty Authorization Number. This number will be used for reference and invoicing.

3.4 At INTERNATIONAL CONTAINER CO.'s discretion, the customer may be required to return an allegedly defective part to INTERNATIONAL CONTAINER CO. or to an INTERNATIONAL CONTAINER CO. vendor. The defective part must be received by INTERNATIONAL CONTAINER CO. 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 INTERNATIONAL CONTAINER CO. 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 INTERNATIONAL CONTAINER CO. 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 INTERNATIONAL CONTAINER CO., in its discretion, determines not to be defective. In that event, the 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 INTERNATIONAL CONTAINER CO. agrees to reimburse any labor, the customer must provide to INTERNATIONAL CONTAINER CO.'s Service Department an itemized invoice or work order of all work performed within thirty (30) days of completion of the work. INTERNATIONAL CONTAINER CO. 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 username, city, and state.

3.7 INTERNATIONAL CONTAINER CO. 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 INTERNATIONAL CONTAINER CO. 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 INTERNATIONAL CONTAINER CO.'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 International Container Co.

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 INTERNATIONAL CONTAINER CO. Check with the INTERNATIONAL CONTAINER CO. 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 INTERNATIONAL CONTAINER CO. will void this warranty.

4.5 Use only genuine INTERNATIONAL CONTAINER CO. 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 INTERNATIONAL CONTAINER CO. Warranty

5.1 Waiver by INTERNATIONAL CONTAINER CO. of any breach of these provisions shall not be construed as a waiver of any other breach.

5.2 INTERNATIONAL CONTAINER CO. and the customer expressly agree that any action for INTERNATIONAL CONTAINER CO.'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 INTERNATIONAL CONTAINER CO. and the 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 INTERNATIONAL CONTAINER CO.'s Warranty Policy and Procedure, the labor hours eligible for reimbursement are limited to the following:

### A2.0 LABOR RATE

A2.1 Subject to the provisions of INTERNATIONAL CONTAINER CO.'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 INTERNATIONAL CONTAINER CO. 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 INTERNATIONAL CONTAINER CO.'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 INTERNATIONAL CONTAINER CO. Service Department in advance, provide an estimate of hours required, and request an allowance or reimbursement. INTERNATIONAL CONTAINER CO. reserves the right to grant or deny a 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%, the customer must contact the INTERNATIONAL CONTAINER CO. 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 INTERNATIONAL CONTAINER CO. 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 INTERNATIONAL CONTAINER CO.'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 INTERNATIONAL CONTAINER CO.'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. INTERNATIONAL CONTAINER CO. will not reimburse or pay any labor rates for travel time.

