

LIMITED WARRANTY

1. **30 DAY LIMITED WARRANTY.** In the event that the original purchaser is not completely satisfied with the JakPak™, simply return the JakPak™ within 30 days from the date of purchase from an authorized JakPak™ retailer, together with the receipt for purchase. JakPak will refund the full amount of the purchase price except as otherwise provided in this Limited Warranty.

2. **90 DAY LIMITED WARRANTY.** JakPak warrants to the original purchaser that the JakPak™ shall be free from defects in material and workmanship for a period of 90 days from the date of original purchase. In the event the JakPak™ is not free from defects in material and workmanship, JakPak will, for a period of ninety (90) days from the date of original purchase, repair or replace the defective JakPak™. In order to request a repair or replacement, return the JakPak™ to JakPak (shipping to be prepaid by original purchaser), together with the receipt for purchase, within 90 days from the date of original purchase.

3. **ONE YEAR MANUFACTURER'S WORKMANSHIP WARRANTY.** To the extent allowed by the one year manufacturer's workmanship warranty provided to JakPak from the manufacturer of the JakPak™, the manufacturer's warranty is transferred to the original purchaser.

4. **EXCLUSIONS.** Notwithstanding anything to the contrary contained in this Limited Warranty, this Limited Warranty does not include any of the following:

- a. abuse, damage or use beyond the capacity of the JakPak™;
- b. damage caused by acts of God;
- c. damage under conditions caused by fire or accident, by abuse or by negligence of the user, by misuse, by incorrect operation, by "normal wear and tear", or by improper adjustment or alteration.

5. **NO SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES.** JAKPAK'S SOLE OBLIGATIONS UNDER THIS LIMITED WARRANTY ARE SET FORTH ABOVE IN PARAGRAPHS 1 AND 2. IN NO EVENT SHALL JAKPAK, ITS SUPPLIERS, AGENTS OR

CONTRACTORS, BE LIABLE TO THE BUYER FOR ANY LOST PROFITS, DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON CONTRACT, IN TORT OR ANY OTHER LEGAL THEORY. SUCH DAMAGES FOR WHICH JAKPAK SHALL NOT BE RESPONSIBLE INCLUDE, BUT ARE NOT LIMITED TO, LOST TIME AND CONVEINIENCE, LOSS OF USE OF THE PRODUCT, THE COST OF A PRODUCT RENTAL, COSTS OF TRAVEL, THE LOSS OF PERSONAL OR COMMERCIAL PROPERTY, AND THE LOSS OF REVENUE.

6. **NO LIABILITY IN EXCESS OF PURCHASE PRICE.** IN NO EVENT SHALL JAKPAK'S OBLIGATION UNDER THIS LIMITED WARRANTY EXCEED THE PURCHASE PRICE OF THE PROUDCT.

7. **WAIVER OF OTHER WARRANTIES.** THE EXPRESS WARRANTIES SET FORTH IN THIS LIMITED WARRANTY ARE IN LIEU OF AND EXCLUDE ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. EXCEPT AS SET FORTH IN THIS LIMITED WARRANTY, THE PURCHASER PURCHASES THE JakPak™ "AS IS".

8. **NO AUTHORITY TO ALTER.** No agent, representative, distributor or dealer for JakPak has any authority to alter the terms of this Limited Warranty. This Limited Warranty may be altered only in a writing signed by an authorized agent fro JakPak.