

Limited Lifetime Warranty

The Limited Lifetime Warranty set forth below is given by John Mezzalingua Associates, Inc. d/b/a PPC ("PPC") with respect to the products packaged with this Limited Lifetime Warranty and no others (each a "Product") when purchased and used in the United States. This Limited Lifetime Warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

A Product, when purchased by you and delivered to you in new condition in its original container, is warranted against defects in materials or workmanship as follows: within five days of PPC's receipt of a defective Product which is determined by PPC in its sole discretion to be defective upon inspection, PPC will, at PPC's sole election, (1) repair the Product with new or comparable rebuilt parts or (2) replace the Product with a new or refurbished Product, and PPC will ship the repaired or replaced Product to you at no charge.

When returning a Product for warranty service, you must first call PPC at (315) 471-7200 and obtain an "RMA Number." The shipping charges must be prepaid and the Product should be shipped in its original container, or an equivalent, properly packed to withstand the hazards of shipment and be fully insured. A copy of your proof of purchase of the returned Product must be enclosed, as well as your RMA Number. PPC will not accept for return any Product which is not defective. Any returned Product determined by PPC in its sole discretion not to be defective will be returned to you.

This Limited Lifetime Warranty only covers normal use of a Product and does not apply in the case of:

- a. Loss of, damage to or malfunction of the Product due to abuse, mishandling, accident or failure to follow operating instructions or PPC specifications.
- b. Loss of, damage to or malfunction of the Product resulting from the use of accessories, attachments, product supplies, parts or devices with the Product that do not conform to PPC specifications.
- c. Loss of, damage to or malfunction of the Product resulting during shipment.
- d. Loss of, damage to or malfunction of the Product resulting from modifications or alterations to the Product by any person or entity other than PPC.

NO OTHER EXPRESS WARRANTY OR GUARANTY, EXCEPT AS MENTIONED ABOVE, GIVEN BY ANY PERSON OR ENTITY WITH RESPECT TO A PRODUCT SHALL BIND PPC. PPC SHALL NOT BE LIABLE FOR LOSS OF REVENUES OR PROFITS, INCONVENIENCE, EXPENSE FOR SUBSTITUTE EQUIPMENT OR SERVICE, STORAGE CHARGES, LOSS OR CORRUPTION OF DATA, OR ANY OTHER SPECIAL, INCIDENTAL, DIRECT, INDIRECT OR CONSEQUENTIAL DAMAGES CAUSED BY THE USE OR MISUSE OF, OR INABILITY TO USE, A PRODUCT, REGARDLESS OF THE LEGAL THEORY ON WHICH THE CLAIM IS BASED, AND EVEN IF PPC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL RECOVERY OF ANY KIND AGAINST PPC BE GREATER IN AMOUNT THAN THE PURCHASE PRICE OF THE PRODUCT SOLD BY PPC AND CAUSING THE ALLEGED DAMAGE. WITHOUT LIMITING THE FOREGOING, YOU ASSUME ALL RISK AND LIABILITY FOR LOSS, DAMAGE OR INJURY TO YOU AND YOUR PROPERTY AND TO OTHERS AND THEIR PROPERTY ARISING OUT OF USE OR MISUSE OF, OR INABILITY TO USE, THE PRODUCT NOT CAUSED DIRECTLY BY THE NEGLIGENCE OF PPC (SOME STATES AND PROVINCES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSION OR LIMITATION MAY NOT APPLY TO YOU). THIS LIMITED LIFETIME WARRANTY STATES YOUR EXCLUSIVE REMEDY.

PPC may in the future make substitutions or design changes in the same or similar products without notice to you and without any obligation to make the same or similar changes to your Product. The provisions of this Limited Lifetime Warranty shall be governed by the laws of the State of New York, without regards to any conflicts of laws rules that would cause the application of the laws of any other jurisdiction. Any dispute arising under this Limited Lifetime Warranty must be brought in the state or federal courts sitting in Onondaga County, New York.

