



## Limited Warranty - Wrappers 2011



Fox Packaging Services wrappers are warranted against parts defects for a period of three (3) years, and five (5) years on workmanship if installed, maintained and used in accordance with factory specifications. Normal wear parts are not covered under this warranty. Normal wear parts are: Chains, UHMW clamp slides, film cutter wire and fuses or breakers.

### **Fox Packaging is not responsible for any labor costs incurred in the replacement of any defective or damaged parts**

Defective parts that have been disassembled, damaged during removal or modified in any way by unauthorized personnel will void the warranty. Damage caused by inadequate voltage supply, normal wear, misuse or neglect, is not covered by this warranty. Fox Packaging Services shall under no circumstance be liable for any consequential damages, losses or expenses arising in connection with the use of, or inability to use our equipment, for any purpose whatsoever.

Fox Packaging Services makes no warranty as to the fitness of the equipment for a particular purpose, except as stated herein. Fox Packaging Services makes no other warranty, expressed or implied, statutory or otherwise. Neither does Fox neither assume nor authorize anyone else to assume for it any other obligation relating to Fox Packaging Services machinery or equipment. Fox Packaging Services sole obligation under this warranty will be to provide replacement parts, ex-works Scarborough, Ontario point of shipment.

Fox Packaging Services does not warranty any machine that is used in out-door applications and will not be liable for any damage that may occur to the equipment. This includes all products produced by Fox Packaging Services.

Fox Packaging will not be liable for any claims of liability relating to improper operating conditions.

This warranty is in lieu of other warranties, expressed or implied, statutory or otherwise. All implied warranties, including but not limited to the implied warranties of merchantability and fitness for a particular purpose are hereby excluded.

The above clearly states Fox Packaging Services is the warrantor, not the distributor, and it disallows the distributor from imposing warranty or liability obligations on Fox Packaging Services.

This warranty is considered void if any Fox Packaging machinery is operated outdoors and exposed to the elements.

Fox Packaging Services will not be responsible for any claims of liability relating to improper operating conditions.

### **CONTRACTUAL CLAUSE**

- 1) ***Until such times as the purchase price and all interest thereon and costs and charges payable under this agreement are paid in full and all other terms and conditions of this agreement have been satisfied, title to the goods shall remain vested in the seller.***
- 2) ***The reservation of title provided in subsection (1) constitutes a purchase money security interest securing the punctual payment of all amounts payable under this agreement and the performance of all other obligations of the purchase under this agreement.***
- 3) ***Until the occurrence of an act or event of default, the purchaser may have possession of and use the goods in any lawful manner consistent with the agreement.***
- 4) ***Where the goods are repaired or additions, modifications or other alterations are made to any of the goods, all property and rights in any replacement parts or other good that becomes attached to the goods purchased shall be vested in the seller.***
- 5) ***All order are considered final and any order cancelled for any reason shall be subject to a 25% restocking cost of suggested resale price and will be applied without negotiation***