

WARRANTY

EQUIPMENT WARRANTY AND LIMITED REMEDY: The following warranty is made in lieu of all other warranties, express or implied, including, but not limited to, the implied warranty of merchantability, the implied warranty of fitness for a particular purpose, and any implied warranty arising out of a course of dealing, a custom or usage of trade:

PTI sells PTI-UM205T with the following warranty:

1. The HSD® 2000 Tape Heads' knife blades, springs and wipe down rollers will be free from all defects for a period of ninety (90) days.
2. All other HSD® 2000 Tape Head parts will be free from all defects for one (1) year after delivery.
3. Drive Belts will be free from defects for ninety (90) days after delivery
4. The Gear Motors will be free from defects for one (1) year after delivery.
5. All other components will be free from defects for one (1) year after delivery.

If any part is proven defective within its warranty period, then the exclusive remedy and PTI's sole obligation shall be to repair or replace the part, provided the defective part is returned immediately to PTI's authorized service.

A part will be presumed to have become defective after its warranty period unless the part is received or PTI is notified of the problem no later than five (5) calendar days after the warranty period.

If PTI is unable to repair or replace the part within a reasonable time, then PTI, at its option, will replace the equipment or refund the purchase price. PTI shall have no obligation to install the repaired or replacement part.

PTI shall have no obligation to provide or pay for the labor required to install the repaired or replacement part. PTI shall have no obligation to repair or replace (1) those parts failing due to: operator misuse, carelessness, or due to any accidental cause other than equipment failure, or (2) parts

1. Failure or damage is due to misapplication, lack of proper maintenance, abuse, improper installation or abnormal conditions such as temperature, moisture, dirt or corrosive matter, etc.
2. Failure due to inadequate cleaning, improper operating environment, improper utilities or operator error.
3. Failure due to operations above the rated capacities, or in any other improper manner, either intentional or otherwise.
4. Failure is due to equipment, which has been altered by anyone other than an authorized representative of PTI.
5. Failure is due to an attempt by the purchaser to correct alleged defective equipment. In this event the purchaser is responsible for all expenses incurred.

LIMITATION OF LIABILITY: PTI shall not be liable for direct, indirect, special, incidental or consequential damages based upon breach of warranty, breach of contract, negligence, strict liability or any other legal theory.

The foregoing Equipment Warranty and Limited Remedy and Limitation of Liability may be changed only by written agreement signed by authorized officers of PTI.