



Location:

Limited Warranty. ACH hereby warrants that the EPS packaging, lost foam, custom molded products (cumulatively known as "Products") will be free of defects in materials and workmanship on the date of final delivery to the Customer or Customer's authorized representative. For the purposes of this warranty, defects in materials and workmanship shall mean the following:

- a) Products shall be manufactured free of material defects in materials and workmanship, and will conform to customer supplied specifications and drawings.
- b) ACH does not warrant Products beyond first use, eg multiple uses or reuse.
- c) ACH does not warrant customer supplied specifications, drawings or designs, nor defects in Product that occur as a result of faulty or inaccurate specifications, drawings or designs.

The Limited warranty set forth herein is effective on the date of final delivery of the Product to Customer or Customer's authorized representative.

If the Product is determined by sampling and testing (conducted as provided below) not to meet warranty value, then ACH will either deliver a like quantity of performing Product, or refund the original purchase price of the non-performing product. ACH's maximum liability for any warranty claim shall not exceed the original purchase price of the Product.

THE WARRANTY SET FORTH HEREIN IS IN LIEU OF ALL OTHER GUARANTEES AND/OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THIS WARRANTY SHALL NOT BE EXTENDED OR ALTERED EXCEPT BY A WRITTEN INSTRUMENT SIGNED BY AN AUTHORIZED REPRESENTATIVE OF ACH AND THE CUSTOMER. THERE ARE NO WARRANTIES AND/OR GUARANTEES THAT EXTEND BEYOND THE TERMS AND PROVISIONS SET FORTH IN THIS WARRANTY.

Conditions. Any ACH obligations under this warranty shall take effect only if the Product is used in strict accordance with specifications, drawing and designs, and all invoices for product have been paid in full. This Warranty shall be void if performance of the Product has been impaired by post delivery damage to the product or alterations to the product or its design that have not been approved in writing by ACH.

Exclusions. ACH assumes no liability whatsoever for incidental, consequential, exemplary, special or punitive damages, specifically including damages or other harm of any kind to persons or property.

Sampling & Testing. All sampling and testing shall be conducted in accordance with sampling procedures prescribed by ACH. Samples of Product shall only be taken in the presence of an authorized ACH representative. Samples shall be conditioned to equilibrium prior to testing. All costs of sampling and testing shall be Customer's sole expense, unless other arrangements are agreed to by an authorized ACH representative.

