



Warranty

West Point Manufacturing / KPAC
1302 East Industrial Access Rd
West Point MS 39773

K-PAC™, West Point, MS, expressly warrants each new product manufactured by it to be free from defects in materials and workmanship under normal use for a period of 365 days from date of shipment from K-PAC™, to the original retail purchaser.

K-PAC™'s obligation under this warranty is limited to repairing and/or replacing, at its option, any part or parts within the applicable warranty period, as set out above, which shall be returned by the owner or any K-PAC™ authorized dealer to the factory, and which shall disclose to KPAC's satisfaction to be defective.

K-PAC™ may, at its option, elect to grant adjustments in the field through an authorized representative and may thereby elect to waive the requirement that parts be returned to K-PAC™'s factory. All claims shall be processed through your K-PAC™ authorized dealer.

A new warranty period is not established for replacements. Replacements are warranted for the remaining portion of the original warranty period. The repair or replacement of defective parts under this warranty will be made without charge to the owner except for transportation. K-PAC™ warrants certain parts not manufactured by the company to include electric motors, hydraulic pumps and cylinders, and related equipment at its sole discretion to an extent that is fair and reasonable when the parts are used in accordance with manufacturers specifications.

The provisions of this warranty do not apply to any product or parts which have been subject to misuse, negligence or accident, or which have been repaired or altered outside of K-PAC™'s factory in anyway so as in the judgment of K-PAC™ to affect adversely its performance or reliability. Neither does this warranty apply to normal maintenance service and parts, or to normal deterioration due to wear and exposure.

Any service part sold by K-PAC™ shall be warranted for thirty (30) days from date of shipment from our factory. No credit for labor will be allowed under this warranty if the part, upon our inspection, proves to be non--defective.

To the extent allowed by applicable law, this warranty is expressly in lieu of other warranties, expressed or implied, in fact or by law, including any implied warranty of merchantability of fitness for a particular purpose. The remedies of repair or replacement as set forth are the only remedies under this warranty. K-PAC™ disclaims any obligations or liability for loss of time, inconvenience, commercial loss or direct consequential, special or incidental damages. This warranty is in lieu of any other obligation or liability of K-PAC™ of any nature whatsoever by reason of the manufacture, sale, lease or use of such products and K-PAC™ neither assumes, nor authorizes anyone to assume for it, any other obligation or liability in connection with such products.

K-PAC™ warrants each new compactor to be free from defects in material and workmanship under normal use and service. K-PAC™'s obligation under this warranty extends for a period of three (3) years on structure, two (2) years on components, and twelve (12) months on labor starting at shipment and is limited to approved labor for the replacement of any defective part or material. During these warranty periods, this warranty excludes any other obligation by K-PAC™ for the cost of labor, transportation, or any other cost arising out of such replacement. This warranty shall not apply to any compactor that has been subject to misuse, misapplication, negligence, alteration, or accident.

This warranty excludes any obligation by K-PAC™ for loss of product, down time, or any other incidental or consequential damage incurred at any time.

K-PAC™ neither assumes nor authorizes anyone to assume for it any other obligation or liability in connection with such compactors.