

MANUFACTURER'S LIMITED WARRANTY

Subject to the limitations set forth below, Allied Plastics LLC ("Manufacturer") warrants to the Original Purchaser or the Original Commercial User (if different from the Original Purchaser) of each thermo-formed plastic product purchased from Manufacturer that such thermo-formed plastic product will be free from defects in workmanship and material for a period of twelve (12) months from the date of the original purchase from Manufacturer. Manufacturer shall repair or replace, at its election, any thermo-formed plastic product which fails to conform to the limited warranty stated in the preceding sentence, provided that written notice of such defect is given in writing to Manufacturer prior to the end of the twelfth (12th) month following the date of the original purchase from Manufacturer, the thermo-formed plastic product is returned, freight prepaid, to the Manufacturer's facility located at 150 Holy Hill Road, Twin Lakes, Wisconsin 53181 or such other address in the continental United States as may be specified by Manufacturer and that payment in full for such thermo-formed plastic product has been made to Manufacturer.

The following limitations apply to the foregoing limited warranty:

- a. Minor color variations and cosmetic defects, including surface swirls, flashings, dings and nicks, and other cosmetic conditions appearing on the thermo-formed plastic product do not constitute defects for purposes of the limited warranty.
- b. Any visible alterations or repairs made to the thermo-formed plastic product by anyone other than Manufacturer shall void the limited warranty.
- c. The limited warranty shall not apply to any thermo-formed plastic product which has been damaged due to misuse, negligence, exposure to solvents or other corrosive materials, improper assembly or accident.
- d. Failure to comply with the terms of any applicable warranty protocol published by Manufacturer with respect to the specific thermo-formed plastic product shall void the limited warranty.

For purposes of the foregoing limited warranty, the Original Purchaser is defined as the individual or entity who purchases an unused thermo-formed plastic product from Manufacturer and the Original Commercial User is defined as the individual or entity who purchases or leases an unused thermo-formed plastic product directly from Manufacturer or from the Original Purchaser of such thermo-formed plastic product and is the first to use such thermo-formed plastic product.

The repair or replacement of any defective thermo-formed plastic product by Manufacturer, as provided for in the foregoing limited warranty, shall be the Original Purchaser's and Original Commercial User's sole remedy against Manufacturer and Manufacturer's sole liability for breach of such limited warranty and for all other claims by the Original Purchaser and/or Original Commercial User of every kind relating to the manufacture, condition, sale and use of the thermo-formed plastic product, whether based on contract, breach of warranty, tort, strict liability or any other cause of action or theory or recovery. In no event shall Manufacturer have any liability for consequential, incidental or indirect damages, including loss of profits, delays, loss of use of or damage to property. If despite the limitation of liability, remedies and damages provided for herein, money damages are awarded against Manufacturer on account of any claim by the Original Purchaser or Original Commercial User involving any thermo-formed plastic product manufactured by Manufacturer, such damages shall not exceed the price paid to Manufacturer by the Original Purchaser or Original Commercial User of such thermo-formed plastic product.

If any provision of the foregoing limited warranty, or any limitation relating thereto, is found to be invalid or unenforceable to any extent, or as applied in any circumstance or jurisdiction, then the provision shall be unaffected to the full extent of its validity and enforceability and the invalid or unenforceable portions or applications shall be modified to the minimum extent necessary to render them valid and enforceable.

THE FOREGOING LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED, WRITTEN OR ORAL, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED AND DENIED.