

WARRANTY

SHRED-TECH MDS/MCS/MDX WARRANTY FOR NEW MANUFACTURED EQUIPMENT

PARTS & LABOUR

Shred-Tech warrants to the Customer that Shred-Tech manufactured equipment is free from defective material and workmanship for the time periods indicated in the table below and subject to the following exclusions, terms, and conditions.

Description	Basic Coverage		Optional Extended Coverage ¹
	12 Months	24 Months	36 Months
Chassis	Excluded (per Chassis OEM)	Excluded (per Chassis OEM)	Excluded (per Chassis OEM)
Shredder, Auger, Hopper	Parts and Labour	Parts only	US \$1,500 parts only
Body & Bin Tunnel	Parts and Labour	Parts only	US \$1,500 parts only
Walking Floor	Parts and Labour	Parts only	US \$ 500 parts only
Bin Tipper	Parts and Labour	Parts only	US \$ 500 parts only
Hard Drive Crusher / Shredder	Parts and Labour	Parts only	N/A
Drives, Reducers, Pumps	Parts and Labour	Parts only	N/A
PTO & Hydraulic Components	Parts and Labour	Parts only	N/A
Electrical Components & Controls	Parts and Labour	Parts only	N/A
Corrosion/Perforation	Parts and Labour	N/A	N/A
Auxiliary Equipment	Excluded (per OEM)	Excluded (per OEM)	Excluded (per OEM)

¹Extended 36 month coverage is optional and must be purchased at the time of New Equipment purchase; parts only.

Warranty Coverage Exclusions

Chassis - This Warranty excludes the chassis. Please refer to the chassis OEM warranty for the terms set forth by the OEM. Furnishment of the chassis by Shred-Tech to the customer is an accommodation only. Shred-Tech does not accept and expressly denies responsibility for performance or warranty of the chassis.

Shredder, Auger, Hopper - Excludes wear and breakage of knives, bed knives and spacers. Excludes regular maintenance items, oils, fluids and filters. Excludes chains and links, hopper mounts and hopper vibratory motors for months 13 and greater.

Shred Size, Throughput, Payload - All references to particle size, throughput rates and payload calculations are estimates only and are not warranted and/or guaranteed by Shred-Tech.

Body & Bin Tunnel - Excludes wear and regular maintenance items. Excludes sliders, locks and handles for months 13 and greater.

Walking Floor - Excludes wear, regular maintenance items, oils, fluids and filters.

Bin Tipper - Excludes wear, regular maintenance items, oils, fluids, filters, rollers, tracrrol bearings, chains and links for months 13 and greater.

Hard Drive Crusher / Shredder - Excludes wear, regular maintenance items, oils, fluids and filters. Excludes wear and breakage of knives

Drives, Reducers, Pumps - Excludes wear, regular maintenance items, oils, fluids, and filters.

PTO & Hydraulic Components - Excludes wear, regular maintenance items, oils, fluids and filters. *Also excludes any hydraulic leaks generated from "loose fittings" after 30 days from shipment or 50 shredder hours, whichever comes first.*

Electrical Components & Controls - Excludes wear and regular maintenance items. Excludes solenoids, coils, breakers, relays, cooling fans, panel locks and handles for months 13 and greater.

Corrosion/Perforation - Excludes rust caused by chips or scratches, general rust on unfinished surfaces, corrosion caused by high pressure washing, salinity in the environment and industrial fallout.

Auxiliary Equipment - Third party auxiliary equipment such as side loaders, rear loaders, arctic fox heaters and weight scales are excluded from this warranty. Please refer to the OEM warranty for the terms set forth by the OEM. Furnishment of third party auxiliary equipment by Shred-Tech to the customer is an accommodation only. Shred-Tech does not accept and expressly denies responsibility for performance or warranty.

Warranty Terms & Conditions

- This warranty is non-transferable. Unauthorized modifications to the equipment will void this warranty.
- Any claim under this Warranty must be submitted to the Shred-Tech Service Department in writing immediately upon discovery and, in any event, not later than 30 days after the Warranty period expires.
- Any Shred-Tech Equipment Component Part subject to a Warranty claim must be held by the Customer for Shred-Tech's inspection and returned to Shred-Tech or an authorized distributor as directed by Shred-Tech Service Department or it may result in denial of a warranty claim.
- Shred-Tech agrees to repair or at its option replace any Shred-Tech Equipment Component Part which on inspection by Shred-Tech proves defective by reason of improper workmanship or materials. Such repair or replacement will be provided without charge subject to the timeline as set out in the above table, during normal working hours, at an establishment authorized by Shred-Tech.
- The cost of repair or replacement of any Shred-Tech Equipment Component Part under this Warranty shall include the cost of labour required to remove the Shred-Tech Equipment Component Part, to correct the defect or replace the part, and reinstall the corrected or replaced part for a period of 12 months from date of shipping only. Labour costs covered by this warranty will be reimbursed after final approval of the warranty claim, and must be authorized in writing by Shred-Tech Service Department in advance of the labour taking place. Labour costs reimbursed to a second or third party require documentation of expenses in writing with original receipts and are subject to review and approval by Shred-Tech, and in any event, such reimbursement will not exceed Shred-Tech's standard labour rates and repair time standards. Costs not included under this Warranty include any labour and travel costs beyond 12 months from the date of shipping and costs for transporting any Shred-Tech Equipment or Shred-Tech Equipment Component Part. The Customer is responsible for all labour costs not included within the labour costs provided in this Warranty, parts, shipping charges in excess to those that are usual and customary, any local taxes, and costs investigating complaints, any costs for delay in making the product available for repair unless Shred-Tech requests special handling for the Shred-Tech Equipment to be returned for inspection and/or testing.
- All Shred-Tech Equipment Component Parts claimed to be defective are to be shipped to Shred-Tech or to such destination as Shred-Tech Service Department instructs, at the customer's expense for inspection and testing. If the warranty claim is approved all charges relating to the claim and only the claim will be credited or reimbursed.
- This Warranty expressly excludes any costs for delays including delays as a result of equipment downtime and any delays as a result of the non-availability of Shred-Tech Equipment Component Part for replacement or repair. The Warranty also excludes any costs of Warranty administration, investigation or transportation or haulage of the equipment as may be required to facilitate the necessary repairs. This Warranty does not apply in any respect to any damage or defects caused by misuse, misapplication, improper use (either intentional or otherwise), disassembly, modification, abuse, improper installation by non-authorized Shred-Tech personnel or agents, overloading, operating above rated capacities, abnormal conditions or temperature, dirt and corrosive matter, negligence, lack of recommended regular maintenance or acts to any required or altered Shred-Tech Equipment Component Part in any way which has not been authorized by Shred-Tech.
- Any Shred-Tech Equipment Component Part replaced under this Warranty shall become the property of Shred-Tech.
- Any replacement Shred-Tech Equipment Component Part provided under the terms of this Warranty is warranted for the remainder of the Warranty period applicable to the Shred-Tech Equipment Component Part originally warranted.
- This Warranty does not cover improper installation, maintenance or use of the Shred-Tech Equipment nor abuse or damage caused to it by other malfunctioning components not manufactured by Shred-Tech.
- THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES WHATSOEVER, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- THIS WARRANTY AND SHRED-TECH'S OBLIGATION UNDER IT ARE THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AGAINST SHRED-TECH FOR ALL CLAIMS ARISING HEREUNDER OR RELATING HERETO WHETHER SUCH CLAIMS ARE BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORIES.
- Any technical advice furnished by Shred-Tech to the Customer is an accommodation to the Customer. Shred-Tech assumes no liability therefore, and the Customer accepts such advice at the Customer's sole risk.
- Any excessive machine reversals that result in machine damage whether caused by overloading, foreign material, or dull knives could void machine warranty.
- Damage to Shred-Tech Equipment or equipment component parts resulting from lack of maintenance, abuse, neglect and misuse is not covered under this warranty. Please see equipment manuals for maintenance requirements and operating instructions.
- Shred-Tech reserves the right to change or modify equipment specifications at any time without notice.

LIMITATION OF LIABILITY

- The remedies of the Customer set forth herein are exclusive, and in no event shall the Customer be entitled to direct, incidental, special indirect, consequential punitive or other similar damages.
- The total liability of Shred-Tech with respect to claims arising hereunder or relating hereto whether such claims are based on breach of contract, tort (including negligence and strict liability) or otherwise shall not exceed the price of products or work furnished hereunder.
- Any action by the Customer arising hereunder or relating hereto, whether based on breach of contract, tort (including negligence and strict liability) or other theories, must be commenced within one (1) year after the cause of action accrues or it shall be barred and the Customer expressly waives any statute of limitations which might apply by operation of law otherwise.
- The Customer, by the acceptance of the equipment, assumes all liability for any damages which may result from its use or misuse by the Customer, its employees, or by others.
- As per the requirements of ANSI Standards no modification to size reduction equipment should take place without the written permission of the original manufacturer.
- Shred-Tech manufactured equipment has been manufactured with safety features and furnished with user safety instructions. The operation of the equipment with safety features removed or modified and/or the disregard of the user safety instructions is outside Shred-Tech's control and is the responsibility of the customer. The Customer agrees to indemnify, defend (at its own expense with counsel satisfactory to Shred Tech) and hold Shred-Tech harmless from any and all claims, demands, liabilities, the causes of action, suits, costs and expenses of any kind or nature (including attorney's fees) for loss or damage which may be suffered by Shred-Tech as the result of injury to persons (including death), and property arising from: [1] removal or modification to Shred-Tech manufactured equipment safety features, [2] disregard of Shred Tech user safety instructions, [3] improper use of the Shred-Tech equipment.

Governing Law

The validity, interpretation and performance of this agreement shall be governed by and construed in accordance with the laws of the Province of Ontario, Canada. Customer and Shred-Tech hereby submit to the non-exclusive jurisdiction of the Courts situated in the Province of Ontario for resolution of disputes arising with respect to this agreement.

