



PACK MULE

RELIABLE PRODUCTS AND SERVICE



LIMITED WARRANTY

Wesley International LLC ("Wesley") warrants to the Purchaser of its Pack Mule Products ("Product(s)") that the Products are free from defects in material and workmanship. All warranties begin on the date of purchase by Purchaser of the Product. (The term "Purchaser" means the party in whose name the Product is originally registered at the time of purchase pursuant to the product registration procedures maintained by Wesley at that time, being either: (a) the party to whom Wesley sold the Product, if that party purchased the Product for its own use, or (b) the customer of a Wesley dealer who bought that Product directly from such dealer.)

As Wesley's sole liability under this Warranty and subject to the terms and conditions described herein, parts or components which fail under normal usage within the Warranty Time Period and are proven to be defective will be repaired or replaced without charge for parts or labor unless stated otherwise herein. Wesley reserves the right to require the return of all parts or components claimed to be defective. All warranty service must be approved in writing by Wesley prior to initiating repairs and will be paid for based on standard rates established by Wesley. Rather than replace or repair parts or components, at its sole discretion Wesley may replace the Product or refund a prorated amount of the purchase price (based upon time in service) upon return of the defective Product. No Product shall be returned to Wesley without its prior authorization.

Warranty Time Period – Three (3) Years from Date of Purchase of the Product by Purchaser.

Warranty is void if the Product has been:

- Modified or repaired in any manner not approved in advance and in writing signed by an authorized representative of Wesley.
- Overloaded beyond its rated capacity (as stated on the Product).
- Reprogrammed to operate at any speed in excess of 8 m.p.h.
- Transferred to an owner other than the original purchaser from Wesley (or an owner purchasing the Product directly from the dealer who purchased the Product directly from Wesley).
- Abused (bent, twisted or misaligned forks are clear signs of abuse and will not be covered).
- Used in applications outside the normal parameters of customary and safe industrial/warehouse use, including (without limitation), being operated by untrained, undisciplined or abusive personnel, on uneven or rough surfaces or terrain, on public roads, on steep inclines, with excessive, unsafe, unbalanced or unsecure loads of people or materials, for recreation, at speeds consistently below 3 m.p.h., under abrasive or corrosive conditions, in freezers, around excessive moisture unless equipped with an appropriate protection package. (When Product is equipped with a protection package, the warranty time period shall be limited to 90 days on all parts and components.)
- Modified by removal of or altering the Product serial number.

The following are not covered under Warranty:

- Batteries, tires and wheels (which are covered by warranties from manufacturers).
- Adjustments, including initial field set-up (considered part of normal maintenance procedures.)
- Repairs or service calls required as a result of:
 - failure to follow maintenance or operational procedures specified in the owner's manual
 - abuse, willful damage, accident or neglect
 - shipping damage (which must be made with the freight carrier)
- Damage caused by using parts, components or accessories not supplied by Wesley.

Warranty Registration Required – To be valid, Purchaser must register its Product within thirty (30) days of purchase in accord with the procedures prescribed by Wesley from time to time on its warranty registration card or online on its website.

(SEE WARRANTY LIMITATIONS ON NEXT PAGE)



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WARRANTY LIMITATIONS, DISCLAIMERS, AND EXCLUSIONS

A. THE WARRANTIES SET FORTH ABOVE FOR THE PRODUCTS ARE COMPLETE AND ARE IN LIEU OF, AND PURCHASER HEREBY DISCLAIMS (TO THE EXTENT PERMITTED BY APPLICABLE LAW), ALL OTHER CONDITIONS, REPRESENTATIONS, AND WARRANTIES, EXPRESS OR IMPLIED BY STATUTE, USAGE, CUSTOM OF THE TRADE, OR OTHERWISE, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NOTWITHSTANDING ANY OTHER OR PRIOR STATEMENT, WRITTEN OR ORAL, WESLEY MAKES NO OTHER WARRANTIES REGARDING THE QUALITY OF THE PRODUCTS OR THE MATERIALS CONTEMPLATED HEREUNDER, AND WESLEY EXPRESSLY DISCLAIMS (TO THE EXTENT PERMITTED BY APPLICABLE LAW) ANY WARRANTIES OF DURABILITY, THAT THE PRODUCT WILL MEET ALL OF THE PURCHASER'S NEEDS OR THAT THE OPERATION OF THE PRODUCTS WILL BE ERROR FREE. SOME STATES OR OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

B. Purchaser acknowledges and agrees that the Products are intended for standard commercial usages and are not specifically designed, manufactured, or intended for use or resale in critical applications or hazardous environments requiring fail-safe performance and in which the failure of Products could lead directly to death, personal injury, or severe physical or environmental damage ("High Risk Activities"). Wesley expressly disclaims any express or implied warranty of fitness for any such use, and the Purchaser hereby agrees to release and hold Wesley harmless from liability resulting out of or in connection with use of the Products in High Risk Activities.

C. LIMITATION OF LIABILITY. WESLEY'S LIABILITY SHALL BE LIMITED TO REPAIR OR REPLACEMENT OF PARTS OR COMPONENTS OR REPLACEMENT OF PRODUCT OR PRORATED REFUND OF THE PURCHASE PRICE, AND PURCHASER SHALL BE ENTITLED TO NO OTHER REMEDY, REGARDLESS OF THE FORM OF THE CLAIM. WESLEY SHALL NOT BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING FROM OR RELATING TO THE USE OF OR INABILITY TO USE THE PRODUCT, WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE AND WHETHER OR NOT PURCHASER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING BUT NOT LIMITED TO THE LOSS OF PROFITS OR REVENUE, ATTORNEY'S FEES, DAMAGE TO BUSINESS, LOSS OR USE OF EQUIPMENT, COST OF CAPITAL, DOWNTIME COSTS OR DAMAGES FOR DELAY, OR FOR DAMAGES OR ECONOMIC LOSSES OR PROPERTY DAMAGE ARISING FROM ANY ACTS OR OMISSIONS, WHETHER IN NEGLIGENCE, STRICT LIABILITY, OR OTHER PRODUCT LIABILITY THEORIES. THE LIMITATION OF LIABILITY AND WARRANTY DISCLAIMER STATED IN THIS WARRANTY FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES AND APPLY REGARDLESS OF WHETHER ANY LIMITED REMEDY HEREUNDER FAILS OF ITS ESSENTIAL PURPOSE. SOME STATES OR OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.