

# PROPAGATIONSTATION™

## PLUG POPPER BY T.O. PLASTICS

### LIMITED 45-DAY EQUIPMENT/TOOL WARRANTY

T.O. Plastics, Inc. (TOP) makes every effort to assure that its tool and equipment products meet high quality and durability standards, and warrants to the original purchaser that this product is free from defects in materials and workmanship for the period of 45 days starting from date of shipment.

This warranty does not apply to damage due directly or indirectly, to misuse, abuse, negligence or accidents, repairs or alterations outside our facilities, criminal activity, improper installation, use in conjunction with non-TOP products, normal wear and tear, or to lack of maintenance. We shall in no event be liable for death, injuries to persons or property, or for incidental and contingent, special or consequential damages arising from the use of our product.

TOP's sole liability and your exclusive remedy in the event of a breach of this warranty shall be, a TOP's option, to repair or replace the non-conforming product with conforming product at no charge to the you. This warranty excludes costs of labor, removal of product, shipping and expenses related to the installation and re-installation of the product. TOP or its affiliates shall have no liability for loss or damage of any nature or kind, whether arising out of or from the use of the product, whether defective or not defective. TOP shall not be liable for any incidental, consequential, or other damages arising under any theory of law whatsoever.

Some states do not allow the exclusion or limitation of incidental or consequential damages, and as such the above limitations or exclusions may not apply to you. **EXCEPT AS PROVIDED HEREIN TOP MAKES NO REPRESENTATIONS OR WARRANTIES TO YOU OR ANY THIRD PARTY OF ANY KIND WITH RESPECT TO THE PRODUCTS OR OTHERWISE UNDER THIS WARRANTY, EXPRESS OR IMPLIED, AND WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, TOP EXPRESSLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, OR USAGE OR TRADE OR ANY OTHER MATTER. NO EMPLOYEE, REPRESENTATIVE, OR AGENT OF TOP HAS ANY AUTHORITY TO BIND TOP TO ANY AFFIRMATION, REPRESENTATION OR WARRANTY EXCEPT AS STATED HEREIN.**

To take advantage of this warranty, the product or part must be returned to us with transportation charges prepaid. Proof of purchase (e.g., packing slip and invoice), date and an explanation of the claim must accompany the merchandise.

If our inspection verifies the defect, we will repair or replace the product at our election or we may elect to refund the purchase price if we cannot readily and quickly provide you with a replacement. We will return repaired products at our expense, but if we determine there is no defect, or that the defect resulted from causes not within the scope of our warranty (e.g., tool does not properly function using non-TOP containers), then you must bear the cost of returning the product.

This warranty gives you specific legal rights and you may also have other rights which vary from state to state.