

## THE PATTERSON WARRANTY AND RETURN POLICY

### Limited Warranty

Subject to its standard Terms and Conditions, W.W. Patterson Company ("Seller") warrants that its winches, under normal use and service, will be free from defects in materials and/or workmanship for a period of 180 days from the date the winch is shipped to the end-user and warrants that its jacks, turnbuckles, tensors and any other product manufactured by or on behalf of Seller, under normal use and service, will be free from defects in materials and/or workmanship for a period of 90 days from the date the Product is shipped to the end-user. As used herein, "Products" shall collectively mean the winches, jacks, turnbuckles, tensors and other products manufactured by or on behalf of Seller.

This warranty is limited to the repair, or at Seller's sole option, the replacement of any Product(s) or component(s) found to be defective. This limited warranty (a) does not cover damage caused by improper use, storage, handling or normal wear and tear, including but not limited to any effects of weathering, misuse, alteration or neglect, (b) does not apply to defects arising from the buyer's faulty maintenance or unauthorized modification or alteration of the Product, (c) does not cover damage from handling in shipment and (d) does not cover damage from accident, disaster or event of force majeure. [Any equipment or components of the Products not manufactured by or on behalf of Seller are sold only under such warranty as the manufacturer thereof provides to Seller and which Seller is able to enforce, but such items are not warranted by Seller in any way.]

To make claims under this limited warranty, the Product(s) must, at Seller's sole option, be (1) returned for examination, freight prepaid, to W.W. Patterson Company, 870 Riversea Road, Pittsburgh, PA 15233, or (2) inspected by an authorized agent, employee or representative of Seller. This limited warranty is effective, provided, the buyer notifies Seller of the alleged defect in writing immediately after such defect becomes known to the buyer, and the Product has not been modified, altered or changed by any person or entity (other than an authorized agent, employee or representative of Seller) without Seller's prior written approval. Notwithstanding the foregoing, Seller reserves the right to determine, in its sole discretion, if the Product is defective.

Authorization, shipping instructions and other conditions related to the return of any Product, including but not limited to a Return Material Authorization ("RMA") number, must be obtained from Seller before returning any Products to Seller, and credit will not be allowed for Products returned without meeting such conditions of Seller. RMA numbers can be obtained from Seller by contacting either [rma@pattersonmfg.com](mailto:rma@pattersonmfg.com) or calling 1-800-322-2018. When requesting an RMA number, provide the order number, a description of the Product(s) to be returned and the reason for return. SELLER WILL ONLY ACCEPT PRODUCTS FOR RETURN THAT HAVE AN RMA NUMBER. To avoid delays in processing a return, the RMA number must be clearly printed on the return label. All Products shall be returned to Seller at the following address: RMA Department, Patterson, 845 Pennsylvania Avenue, Pittsburgh, PA 15233. All Products returned to Seller must be shipped freight prepaid and received by Seller within thirty (30) days (for Products returned from within the United States) or forty-five (45) days (for Products returned internationally) of the RMA number issuance date. Products should be returned via a trackable shipping method as Seller is not responsible for any Products lost in shipment during the return process.

Upon Seller's receipt of Products returned in accordance with Seller's return instructions, Seller will diligently process the return. Products that are for immediate replacement will be sent and invoiced to the buyer at the return address provided by the buyer. Upon processing a return of a Product, Seller will either bill or credit the buyer's invoice dependent on the outcome of the return. Seller reserves the right to invoice the buyer if any of the following occur during the return process: (1) the Product is not returned within thirty (30) days (for Products returned from within the United States) or forty-five (45) days (for Products returned internationally) of the RMA number issuance date; (2) the Product is damaged due to the negligence and/or improper use by the buyer or any third party; or (3) the Product is returned outside the limited warranty period. Seller further reserves the right to charge a restocking fee of at least 25% of the purchase price for all returned Products.

EXCEPT FOR WARRANTY OF TITLE AND THE WARRANTIES SET FORTH HEREIN, AND AS FURTHER DESCRIBED IN SELLER'S TERMS AND CONDITIONS WHICH ARE HEREBY INCORPORATED BY REFERENCE, SELLER MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WRITTEN OR ORAL, WITH RESPECT TO THE PERFORMANCE OF ANY SERVICE, OR THE SHIPMENT, DELIVERY, PERFORMANCE OR CONDITION OF ANY PRODUCTS OR COMPONENT THEREOF, WHETHER OR NOT MANUFACTURED, DESIGNED OR DEVELOPED, IN WHOLE OR IN PART, BY SELLER. SELLER SPECIFICALLY DISCLAIMS, AND BUYER, ON BEHALF OF ITSELF AND ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS AND ALL OTHER PURCHASERS OR USERS OF THE PRODUCTS, HEREBY WAIVES, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, RELATING TO THIS CONTRACT, INVOICE, OR THE PRODUCTS PURCHASED PURSUANT HERETO.

NOTWITHSTANDING ANY PROVISION CONTAINED HEREIN, SELLER SHALL NOT BE LIABLE IN CONTRACT, IN TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE OR STRICT LIABILITY), INDEMNIFICATION OR OTHERWISE FOR DAMAGE TO OR LOSS OR USE OF PROPERTY OR EQUIPMENT, INJURY TO PERSONS (INCLUDING DEATH) CAUSED BY, WITHOUT LIMITATION, MISUSE, UNSAFE OPERATION, MODIFICATION, ALTERATION OR CHANGE OF THE PRODUCTS, LOSS OF TIME, LOSS OF PROFITS OR REVENUE, LOSS OF GOODWILL, INTERRUPTION OF BUSINESS, COST OF CAPITAL, COST OF TEMPORARY PROPERTY OR EQUIPMENT (INCLUDING ADDITIONAL EXPENSES INCURRED IN USING EXISTING FACILITIES), OR FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, REGARDLESS OF WHETHER SELLER (A) HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES OR (B) IS NEGLIGENT. THIS WARRANTY GIVES BUYER SPECIFIC LEGAL RIGHTS, AND BUYER MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO BUYER.

### Returned Goods Policy

Upon written authorization by Patterson Company, standard Patterson products listed on current price sheets can be returned for credit, provided the merchandise is unused, undamaged and complete. Patterson Company reserves the right to solely determine if the merchandise is acceptable upon receipt. Returned goods shall be sent freight prepaid to Patterson Company and a 25% restocking charge applies to each returned product.

