



## Warranty

Sealer Sales ("Sealer") provides limited warranties for its non-consumable products subject to these Terms and Conditions. This warranty gives you specific legal rights, and you may also have other rights that vary from state to state. Any warranties implied by law shall in no event extend beyond the duration of the express warranty offered, if any. Some States do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. Some products may also be covered by a manufacturer's warranty that requires these items to be sent directly to the manufacturer for replacement or repair.

Sealer warrants its non-consumable products against defects in materials and workmanship under normal use for the following warranty periods:

- 180 (one hundred eighty) days for equipment, excluding portable sealers and heat guns
- 90 (ninety) days for portable sealers and heat guns
- 60 (sixty) days for non-consumable parts and repairs

The warranty period begins on the date of purchase by the initial purchaser.

Sealer does not warrant consumable parts or products, including, but not limited to, replacement kits, heating elements, PTFE insulators, silicone/compression rubber, and flexible packaging.

## Service Provided

Sealer has no obligation to repair, replace, or refund a product until the customer returns the product in question to Sealer. If a defect arises and a valid claim is received within the warranty period, Sealer will, at its option and to the extent permitted by law either: (1) repair the hardware defect at no charge, using new or refurbished replacement parts; (2) exchange the product with a product that is new or which has been manufactured from new or serviceable used parts; or (3) provide a refund. Sealer, to the extent permitted by law, shall have the sole discretion to determine which service option it will provide and is not obligated by the terms of this warranty to provide more than one service option.

## Exclusions

This Limited Warranty only applies to products purchased directly from Sealer. Sealer does not warrant that the operation of the products will be uninterrupted or error free. Sealer is not responsible for damage arising from failure to following instructions related to the use of the products.

The Limited Warranty does not apply to: (a) damage caused by use with products not approved by Sealer; (b) damaged caused by accident, abuse, misuse, improper storage, theft, vandalism, natural acts of God, or other external causes; (c) damage caused by operating the product outside of its permitted or intended uses; (d) damaged caused by service performed by anyone other than Sealer or an authorized representative of Sealer, (e) damaged caused by improper maintenance or lack of maintenance; (f) damage or loss in functionality caused by modification or alteration of any parts without Sealer's permission; (g) consumable parts; (h) cosmetic damage; or (i) ordinary wear and tear.

Only the original purchaser of this product is covered under this limited warranty. This limited warranty is not transferable to subsequent purchasers or owners of this product

## Limitation of Liability

THE MAXIMUM LIABILITY OF SEALER UNDER THIS LIMITED WARRANTY SHALL NOT EXCEED THE ACTUAL PURCHASE PRICE PAID FOR THE PRODUCT. TO THE MAXIMUM EXTENT PERMITTED BY LAW, SEALER IS NOT RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY. THIS LIMITED WARRANTY GIVES THE CUSTOMER SPECIFIC LEGAL RIGHTS. THE CUSTOMER MAY ALSO HAVE RIGHTS WHICH VARY FROM STATE TO STATE. IN SOME STATES, CERTAIN DISCLAIMERS AND LIMITATIONS MAY NOT APPLY TO YOU. TO THE EXTENT THIS LIMITED WARRANTY IS INCONSISTENT WITH LOCAL LAW THIS STATEMENT SHALL BE MODIFIED TO BE CONSISTENT WITH SUCH LOCAL LAW. If any term or condition of this warranty is held to be illegal, unenforceable or against public policy, the legality or enforceability of the remaining terms shall not be affected or impaired.

EXCEPT AS PROVIDED IN THIS WARRANTY AND TO THE EXTENT PERMITTED BY LAW; SEALER IS NOT RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM THE USE OF ITS PRODUCTS OR ANY BREACH OF WARRANTY OR CONDITION, WHETHER BASED ON CONTRACT, TORT, OR ANY OTHER LEGAL THEORY AND REGARDLESS OF WHETHER SEALER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

## Exclusive Remedy

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THIS LIMITED WARRANTY AND THE REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED. TO THE MAXIMUM EXTENT PERMITTED BY LAW, SEALER SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IF SEALER CANNOT LAWFULLY DISCLAIM OR EXCLUDE IMPLIED WARRANTIES UNDER APPLICABLE LAW, THEN ALL IMPLIED WARRANTIES COVERING THIS PRODUCT, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, SHALL APPLY TO THIS PRODUCT AS PROVIDED UNDER APPLICABLE LAW.

IF ANY PRODUCT TO WHICH THIS LIMITED WARRANTY APPLIES IS A “CONSUMER PRODUCT” UNDER THE MAGNUSON-MOSS WARRANTY ACT (15 U.S.C.A. §2301, ET SEQ.) OR OTHER APPLICABLE LAW, THE FOREGOING DISCLAIMER OF IMPLIED WARRANTIES SHALL NOT APPLY TO YOU, AND ALL IMPLIED WARRANTIES ON THIS PRODUCT, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR THE PARTICULAR PURPOSE, SHALL APPLY AS PROVIDED UNDER APPLICABLE LAW.

## Obtaining Warranty Service

If you believe the product you purchased is not functioning properly due to a defect covered by this warranty, please contact Sealer directly via telephone, U.S. mail, or e-mail using the contact information listed on our website. A Sealer representative will help determine whether your product requires service and, if it does, will inform you how service will be provided. You must assist in the diagnosis process by providing any information or requested documentation required by Sealer.

Sealer may (a) provide warranty at its headquarters location, (b) request that you ship the product to its headquarters for service, or (c) ship you new or refurbished replacement products or parts to enable you to complete repairs on your own. Sealer does not provide on-site warranty service for any products or parts. If a product is shipped to Sealer for warranty repair, the customer must pay for shipping costs. If it is decided that a product should be returned directly to Sealer, the product should be properly packed, preferably in the original packaging, for shipping.

When a product or part is exchanged or replaced, any replaced item becomes the property of Sealer.

Service options and service times may vary depending on the complexity of the product, the nature of the defect, and/or the availability of replacement parts. Sealer may require proof of purchase details before providing warranty service.