

## PGP INC. PRODUCT WARRANTIES

### **1 Year Limited Warranty**

This warranty of NuMax Nailing Guns (the “NuMax Nailing Gun”) extends exclusively to the original purchaser of the NuMax Nailing Gun 1 (1) year from the original purchase date. Prime Global Products, Inc. (PGP Inc.) expressly warrants that the NuMax Nailing Gun is free from defect in materials and workmanship subject to the exceptions and limitations contained herein.

### **30 Day Limited Warranty**

This warranty of PGP Inc.’s driver blades, bumpers, o-rings, pistons, piston rings, and gaskets (the “NuMax Wearing Parts” collectively with the NuMax Nailing Guns the “NuMax Product”) extends exclusively to the original purchaser of the NuMax Wearing Parts thirty (30) days from the original purchase date due to a defect in material and workmanship.

PGP Inc. shall repair, replace, or offer full refund, at its option, a NuMax Product that has a defect in materials or workmanship. The original purchaser must return the complete Numax Product, postage prepaid and insured, with proof of purchase to PGP Inc. or any of its authorized service centers. Other than the postage and insurance requirement, no charge will be made for repairs covered by this warranty.

These warranties do not apply to defects in materials or workmanship or damages resulting from repairs or alterations which have been made or attempted by others or the unauthorized use of nonconforming parts. They further do not apply if the damage is due to normal wear and tear, abuse, improper maintenance, neglect or accident or caused by use of the NuMax Product after partial failure or use with improper accessories.

The NuMax Product is intended for use by individuals and not for use on an assembly line, production line, or any commercial application. These warranties do not extend to such commercial use as it constitutes abuse of the NuMax Product.

NO WARRANTY, ORAL OR WRITTEN, EXPRESSED OR IMPLIED, OTHER THAN THE ABOVE WARRANTY IS MADE WITH REGARD TO THIS NUMAX PRODUCT. PGP INC. DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, AND ALL OTHER WARRANTIES. IN NO EVENT SHALL PGP INC. BE LIABLE FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR FOR ANY COSTS, ATTORNEY FEES, EXPENSES, LOSSES OR DELAYS ALLEGED TO BE AS A CONSEQUENCE OF ANY DAMAGE TO, FAILURE OF, OR DEFECT IN ANY PRODUCT INCLUDING, BUT NOT LIMITED TO, ANY CLAIMS FOR LOSS OF PROFITS.

These warranties are the sole and exclusive warranties, express or implied for the NuMax Product. No employee, agent, dealer or other person is authorized to alter, modify, expand or reduce the terms of these warranties or to make any other warranty on behalf of PGP Inc. These express limited warranties contains the entire agreement regarding express and implied warranties related to the NuMax Product. No writing or languages in the purchase order or any other document shall be construed as an addition or alteration of PGP Inc.'s warranties of the NuMax Product.

All matters related to the sale and/or use of the NuMax Product that is the subject of these limited warranties, along with the construction and enforcement of the terms of this limited warranties themselves, shall be subject to the laws of the state of Georgia. Any dispute arising out of the sale and/or use of the NuMax Product that is the subject of these limited warranties shall be brought in Cherokee County, Georgia. Purchase and/or use of the NuMax Product makes you subject to the benefits and limitations of these limited warranties. Accordingly, any writ, judgment or other enforcement, obtained from a jurisdiction, county, parish, state or federal court or other country, other than from the forum identified above, shall be void and unenforceable against PGP Inc.

Some states do not allow limitations on how long an implied warranty lasts, so the above limitations may not apply to you. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

If any term or limitation contained in this limited warranty is deemed unenforceable by law, then that term shall be severed from the remaining portions of the limited warranties which shall remain enforceable.

**THESE WARRANTIES ARE SUBJECT TO CHANGE WITHOUT NOTICE.**