

65 / 95 Gallon Bear Resistant Roll-Out Cart Limited Warranty

Rehrig Pacific Company warrants that its Bear Cart products when purchased new will conform to all applicable manufacturer's specifications, will be free from defects in material and workmanship, and will be fit for normal use in accordance to the terms below from the original date of purchase. The coverage under this warranty includes performance of the cart body, lid, lid attachments, wheels, axles, locks, and all hardware included with the purchased containers, and expressly excludes the performance of graphics (including lid graphics). It is the responsibility of the buyer to ensure the product is fit for their specific application and that proper education and training has been provided throughout their collection process. This warranty applies only to the first purchaser of the covered Bear Cart product.

36 Months	Cart body, lid and attachments, wheels, axle, grab bar
12 Months	Gravity lock, hasp and hardware

Warranty Coverage Exclusions:

(1) use under circumstances exceeding specifications, (2) buyer or user abuse, improper operation, misapplication, induced contamination, overloading, misuse, negligence, or vandalism, or use inconsistent with ANSI and manufacturer specifications, (3) damage or failure as a result of incompatible, improperly installed, improperly operated, or defective tipping, lifting, or dumping mechanisms, (4) physical damage caused by wildlife, (5) damage due to handling practice inconsistencies as a result of undefined handling standards and/or training programs, (6) unauthorized or improper repair or alteration, including performance enhancements and/or modifications, (7) damage or failure as a result of neglect in inspections and maintenance (including cleaning) in accordance with any published schedules provided by Rehrig Pacific Company (8) damage or failure caused by natural calamities such as fire, storm, ice, hail, flooding, or high winds, (9) lock or opening issues caused by excessive ice, debris, or residue.

Administration of Warranty:

Any covered component that fails during the applicable warranty period will (at Rehrig Pacific Company's discretion) be repaired or replaced and shipped to Buyer via standard ground shipping at no cost to Buyer provided that:

- (1) Buyer notifies Rehrig Pacific Company in writing no later than the end of the applicable warranty period of the claimed defect.
- (2) Buyer agrees that Rehrig Pacific Company shall have the right to (i) inspect and test the allegedly defective product(s) and (ii) require Buyer to provide supporting documentation and maintenance records substantiating Buyer's compliance with ANSI and truck manufacturer specifications relating to use of the product(s) in connection with Buyer's other machinery, such as lifting, tipping or dumping mechanisms on trucks;
- (3) Determination of the cause of the alleged failure or defect shall be made in the good faith judgment of Rehrig Pacific Company.
- (4) Buyer agrees to return to Rehrig Pacific Company any defective product(s) being claimed. To receive a replacement part, Rehrig Pacific Company MUST receive the claimed product / component. It is the responsibility of the buyer to remove claimed components from the cart.
- (5) Warranty claims and any escalation thereof shall be made on Rehrig Pacific's standard electronic warranty form, on which Buyer shall include the serial number of the defective product(s), and the location at which Buyer took delivery of the product(s) at the time of initial purchase. Any warranty claim made by any means other than Rehrig Pacific's standard electronic warranty form shall be rejected.
- (6) Any replaced component will assume the remainder of the applicable warranty from the product's original purchase date.
- (7) Buyer is responsible for the removal and redeployment and/or reinstallation of any warranted carts or components.
- (8) Buyer is responsible for verifying that Buyer is the "first purchaser" of the defective product(s). "First purchaser" means the legal entity that actually purchased the defective product(s) either directly or through a financing institution that purchased the product(s) solely for Buyer's benefit. Any event or series of events in which the principal owners of Buyer as of the date of purchase collectively no longer own greater than percent (50%) of the beneficial, economic or voting interests of Buyer, or any transfer of Buyer's assets pursuant to which ownership of the product(s) transfers to a third party, shall nullify this warranty.

Rehrig Pacific Company will not be liable for any incidental or consequential damages, claims of loss of business, loss of profits, loss of income or any other losses or expense. Rehrig Pacific Company's liability shall not, under any circumstances, exceed the purchase price of the allegedly defective product. This warranty is in lieu of, and Rehrig Pacific Company expressly disclaims, any other warranty, express or implied, including any implied warranty of merchantability or fitness for a particular purpose.

Rehrig Pacific Company reserves the right to deny any claim under this warranty unless the purchaser is current on all outstanding invoices.

Many jurisdictions have codes and regulations governing sales, construction, installation, and/or use of products for certain purposes, which may vary from those in neighboring areas. Rehrig Pacific Company cannot guarantee compliance with such codes or regulations, and cannot be responsible for how the Bear Cart product is installed or used. Before purchase and use of a Bear Cart product, review the product applications, and all applicable national and local codes and regulations, and be sure that the product, installation, and use will comply with them.