

Rehrig Pacific Company – Public Litter Container Limited Warranty

Rehrig Pacific Company warrants that its 60 and 75 Gallon Automated Public Litter Containers 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 for a period of **5 years** from the original date of purchase. The coverage under this warranty includes performance of the container body, lid, base, lock and expressly excludes hardware and the normal wear and tear of graphics and labels. 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 product.

Warranty Coverage Exclusions:

(1) use under circumstances exceeding specifications, (2) buyer or user abuse, improper operation, misapplication, induced contamination, overloading, misuse, negligence, or vandalism, (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 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 the option of Rehrig Pacific Company) 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 inspect and test the allegedly defective product(s);
- (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 provide Rehrig Pacific Company with the following documentation for each warranty being claimed: type of container and size, serial number, description of failure, and a clear photo of the failure(s).
- (5) Rehrig Pacific Company will repair or replace only the part(s) that have failed and not the entire assembly.
- (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 container or components, as well as the disposal of the warranted items being replaced.

Buyer may contact their Rehrig Pacific Company Customer Service Representative with questions regarding their Litter Containers and 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 Litter Container is deployed or used. Before purchase and use of a Litter Container, 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.