



PROVIDING YOU WITH A GREENER FUTURE

5 Year Limited Warranty

LIMITED WARRANTY ON NEW ROTATIONAL-MOLDED, PLASTIC WASTE CONTAINERS AND THERMOFORMED LIDS. Bearicuda Inc. new product Limited Warranty covers new, rotational-molded, plastic waste containers ("Waste Containers") manufactured by Bearicuda Inc., ("Bearicuda") and Thermoformed Lids ("Lids") manufactured by Impact. Bearicuda warrants the Waste Containers and Lids to be free from manufacturers defects in material or workmanship from the date of delivery for a period of five (5) years. Bearicuda extends this limited warranty only to the first purchaser of the Waste Containers and/or Lids, provided that if the first purchaser is an authorized distributor of Bearicuda, Bearicuda shall extend the warranty to the first purchaser from the distributor and not to the distributor. Bearicuda, or if it should choose, its expressly designated representative, will, at its expense, fix, repair, weld, or otherwise rehabilitate, or in Bearicuda's sole discretion, replace, any Waste Container and/or Lid found to be defective at the time of delivery, provided that: (i) Purchaser notifies Bearicuda in writing within thirty (30) days of detection of any defect of the claimed defect, describing in detail the defect claimed and the date of purchase; and (ii) Purchaser includes in the notice of defect photographs of the allegedly defective Waste Containers and/or Lids. Purchaser agrees that Bearicuda, or if Bearicuda should choose, its expressly designated representative, shall have the right to inspect and test the allegedly defective Waste Containers and/or Lids, and Purchaser further agrees promptly to return the allegedly defective Waste Container and/or Lids to Bearicuda upon Bearicuda's request at Bearicuda's expense.

THIS LIMITED WARRANTY IS EXPRESSLY SUBJECT TO PURCHASER NOTIFYING BEARICUDA IN WRITING WITHIN THIRTY (30) DAYS OF DETECTION OF ANY DEFECT.

The limited warranty covers the rotational-molded base of the Waste Containers, and thermoformed Lids only. The warranty does not cover: (i) normal maintenance, (ii) normal wear and tear, (iii) use under circumstances exceeding specifications, (iv) abuse, including, without limitation, abusive or incorrect use of the lifting mechanism, (v) unauthorized repair or alteration, (vi) lack of proper maintenance, (vii) failure to follow installation, maintenance and operating instructions, or (viii) damage caused by natural calamities such as, but not limited to, fire, storm, flood, high wind, earthquake, hurricane or tornado., (ix) Negligent use including, but not limited to: improper storage, use and handling, vandalism, and damage from wildlife. The warranties are the exclusive remedy. It shall not be deemed to have failed of its essential purpose so long as Bearicuda is willing and able to repair, or, in its sole discretion, replace defective Waste Containers and/or Lids in the manner specified. No allowance will be made for repairs by anyone other than Bearicuda.

Purchaser is responsible for visual inspection of Waste Containers and Lids during offloading of shipment from carrier and should note any immediate notices of damage to the Bill of Lading. Purchaser is further responsible for thorough inspection and must report any subsequent damage to Waste Containers, Lids or missing components within 72 hours. If Purchaser does not notify Bearicuda within 72 hours of receipt, expense of necessary replacements becomes the responsibility of Purchaser.

Types of damages excluded from this warranty will be determined, each on its own merit by a Bearicuda Inc.

Descriptions, representations, and other information concerning Bearicuda Waste Containers and Lids contained in catalogs, advertisements or other promotional materials or statements or representations made by sales representatives or distributors shall not be binding upon Bearicuda and shall not be part of these warranties unless expressly identified in writing as Waste Container or Lid Specifications.

Except as provided in this warranty, Bearicuda shall not be liable in any manner with respect to the Waste Containers or Lids. In no event shall Bearicuda's liability ever exceed the purchase price and freight of the allegedly defective Waste Container and/or Lids. Except as provided in this warranty, Bearicuda shall not be liable for labor or other charges for adjustments, repairs, replacements, installation, or other work which may be done upon or in connection with the Waste Containers and/or Lids sold.

Bearicuda SHALL NOT, IN ANY EVENT, BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING LOST PROFITS, whether arising from any defect in the Waste Containers or Lids, from any use of the Waste Containers or Lids, from any inability to use the Waste Containers or Lids, or otherwise.

NO OTHER EXPRESS OR IMPLIED WARRANTIES WHETHER FOR MERCHANTABILITY OF FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE, SHALL APPLY TO THE WASTE CONTAINERS OR LIDS. THE DURATION OF ANY IMPLIED WARRANTY IS LIMITED TO THE EXPRESS WARRANTY PERIODS PROVIDED HEREIN. IF STATE LAW PRECLUDES OR INVALIDATES H ENV'S RIGHT TO LIMIT THE DURATION OF IMPLIED WARRANTIES, ALL SUCH IMPLIED WARRANTIES SHALL LAST NO LONGER THAN THE DURATION REQUIRED BY STATE LAW, WHICHEVER IS SHORTER.

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