

## PRODUCT WARRANTY - Linear Low Polyetheyene



Roto Industries, Inc. warrants that each container (including hardware) shall be fully guaranteed for ten (10) years against breakage or material failure. When the word “container” is used in this specification, it is defined a complete unit including full lid assembly.

Manufacturer shall replace any containers, which fail by reason of:

- Improper or inadequate materials or defective workmanship
- Insufficient resistance to weathering

The user will replace any containers damaged through acts of third parties not under the manufacturer’s control, such as theft, vandalism or fire damage.

Containers that do fail during the warranty period shall be accumulated by the user and replaced by order in convenient lots by the manufacturer. Repair or replacement of containers is the sole remedy available under this warranty.

No accumulation of defective containers shall exceed \$2,000.00 in value without written notice to the manufacturer. The manufacturer may, at his convenience, inspect any such containers and may challenge his obligation to replace the container on the basis that the failure resulted from negligent handling or abusive use. If such is the case, then the manufacturer shall not be required to replace any such containers. If a disagreement exists regarding the reason for the failure, they shall select a third party skilled in the use and fabrication of the materials involved and shall ask his determination which shall be binding on both parties and they shall abide by it.

The intended use and proper service of these containers are understood by both parties and the importance to maintain the collection equipment in sound working order is acknowledged by the user. Radial force and hydraulic pressures suitable for use with the containers is stated in the bid specifications as approved by user and accepted by manufacturer.

ROTO INDUSTRIES, INC. MAKES NO OTHER WARRANTY, EXPRESSED OR IMPLIED, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR USE.

The following are descriptions of several situations where the warranty does not apply. Exclusion includes but is not limited to these situations.

### NEGLIGENT OR ABUSIVE USE:

- Cuts or scores from any source.
- Extraordinary impacts such as being hit by a vehicle.
- Burns, scorches, melting. Any damage from excessive heat.
- Improper handling. Includes dropping stacks off delivery trucks, improper stacking, forcing carts

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through a narrow opening, allowing packer mechanisms to hit cart during the dumping cycle, abrasion from excessive dumping, or cracks caused by improper handling or dumping.

- Damage from automated grasper or semi-automated lifter. Includes any scratches, creases, cracks or breaks from a maladjusted, incorrectly operated or improper automated grasper or semi-automated lifter. This includes any semi-automated lift speed faster than two seconds for either the lift cycle or the down cycle.
- Improper unloading i.e. – jamming cart into garbage not yet removed from hopper.
- Chemicals. Being exposed to solvents, petrochemicals, paints, acids or any other chemical substance, which damages plastic or metal parts.
- Improper use. Being used other than for storage, transport and dumping of normal household residential solid wastes or recyclables, including such uses as: Construction, industrial, institutional and use for landscaping, liquid storage/transport, bulk solids storage/transport, recreation, and food service.
- Failure to follow the instructions imprinted on cart or other parts.

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