



DURACAST

16160 Hwy 27

Lake Wales, FL 33859

DuraCast.com

800.683.4116 toll free

863.638.3200 local

863.683.2443 fax

Five (5) Year Limited Warranty for 40-60-90 Gallon Refuse Containers

Dura-Cast Products, Inc. (Dura-Cast) warrants to the original purchaser that all 40 – 60 – 90 gallon semi- or fully automated refuse containers manufactured by Dura-Cast to be free from defects in material and workmanship for a period of:

1. Five (5) years for residential applications
2. Twelve (12) months for non-residential applications

If the original purchaser is an authorized Dura-Cast distributor, the warranty will extend to the original purchaser from the distributor.

The containers are warranted from failure during normal and regular use. It does not cover negligence or abusive use; such as, burns, cuts, damage caused by vehicle hits or having been run over, maladjusted lift mechanisms, or breakage due to dumping on top of a full hopper, vandalism, or unauthorized alterations.

Liability of Dura-Cast under this warranty is limited to repair, or at Dura-Cast's option, replacement of defective product or part thereof, which is shown to have been defective; and only then, if Dura-Cast is notified in writing of the defects within the warranty period. At Dura-Cast's option, a Returned Goods Authorization (RGA) will be issued for the return of the defective product. All transportation charges for the returned goods must be prepaid.

SPECIAL HANDLING PRECAUTIONS:

TEMPERATURE RESTRICTIONS: At temperatures reaching -20° F or below, Dura-Cast does not warranty containers from breakage during lifting and/or dumping process due to brittleness of material at these temperatures.

LIFTING MECHANISMS: Due to the wide variety of lifting mechanisms in the refuse industry, Dura-Cast will not warranty failures due to improper size or size adjustments of grabbers.

Replacement product provided under the terms of this Warranty is guaranteed only for the remaining period of the original warranty period. Product believed to be defective shall be retained by the buyer for inspection by Dura-Cast to verify the existence of the covered defect.

No warranty is given by Dura-Cast for parts, components or accessories furnished by Dura-Cast, but not manufactured by it. They are covered by the warranty, if any, of their manufacturer. No person, firm, or corporation, including the selling distributor, is authorized to assume for Dura-Cast any other liability in connection with the sale of these containers.

THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE,



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AND THE OBLIGATION AND LIABILITY OF DURA-CAST UNDER THIS WARRANTY SHALL NOT INCLUDE ANY TRANSPORTATION OR OTHER CHARGES, OR THE COST OF INSTALLATION. DURA-CAST SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR DELAY RESULTING FROM THE DEFECT, WHETHER IN CONTRACT, TORT OR OTHERWISE.

Dura-Cast's liability as stated herein cannot be altered or enlarged except in writing and signed by an officer of Dura-Cast.