



Hedstrom[®]
ENVIRONMENTAL

PROVIDING YOU WITH A GREENER FUTURE

5 Year Limited Warranty

LIMITED WARRANTY ON NEW ROTATIONAL-MOLDED, PLASTIC WASTE CONTAINERS. Hedstrom Environmental new product Limited Warranty covers new, rotational-molded, plastic waste containers ("Waste Containers") manufactured by Hedstrom Environmental, a Division of Ball, Bounce and Sport, Inc. ("H Env"). H Env warrants the Waste Containers to be free from defects in material or workmanship from the date of delivery for a period of five (5) years, effective June 1st, 2019. H Env extends this limited warranty only to the first purchaser of the Waste Containers, provided that if the first purchaser is an authorized distributor of H Env, H Env shall extend the warranty to the first purchaser from the distributor and not to the distributor. H Env, or if it should choose, its expressly designated representative, will, at its expense, fix, repair, weld, or otherwise rehabilitate, or in H Env's sole discretion, replace, any Waste Container found to be defective at the time of delivery, provided that: (i) Purchaser notifies H Env 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. Purchaser agrees that H Env, or if H Env should choose, its expressly designated representative, shall have the right to inspect and test the allegedly defective Waste Containers, and Purchaser further agrees promptly to return the allegedly defective Waste Container to H Env upon H Env's request at H Env's expense.

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

The limited warranty covers the rotational-molded base of the Waste Containers, 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 H Env is willing and able to repair, or, in its sole discretion, replace defective Waste Containers in the manner specified. No allowance will be made for repairs by anyone other than H Env.

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

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

Except as provided in this warranty, H Env shall not be liable in any manner with respect to the Waste Containers. In no event shall H Env's liability ever exceed the purchase price and freight of the allegedly defective Waste Container. Except as provided in this warranty, H Env 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 sold.

H Env 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, from any use of the Waste Containers, from any inability to use the Waste Containers, 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. 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.

