



# **NEDLAND INDUSTRIES, INC POLY DURA KAN REFUSE CONTAINER LIMITED WARRANTY**

Nedland Industries Inc warrants the poly components parts of its containers to be free from defects in materials and workmanship for a period of five (5) years prorated as noted below. The warranty period starts at time of delivery and involves the molded portion only, not any attached hardware, lids or casters.

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

Nedland Industries Inc sole and exclusive responsibility for containers and components which fail by reason of defective material and workmanship during specified period shall be at its own expense, either to replace or to repair such defective container or part thereof, provided Nedland Industries, Inc. receives prompt written notice of any such defect.

The Nedland Industries Inc Poly Dura Kan Refuse Container Limited Warranty term shall be defined as follows:

First 24 months warranty replacement – No proration.

Succeeding years replacement cost to buyer is based on the following prorated formula:

- Number of months in service – divided by 60 months
- Multiply the results by the current price of the container of part
- This amount is the replacement cost to the buyer.

Replacement containers and/or parts provided under the terms of this warranty are guaranteed only for the remaining period of the original warranty period. Components believed to be defective shall be retained by the buyer for inspection by Nedland Industries Inc to verify the existence of the covered defect.

This warranty is in lieu of all warranties, expressed or implied, including but not limited to warranties of merchantability or of fitness for a particular purpose and the obligation and liability of Nedland Industries Inc liability is limited only to the value of the container and/or component.

## **Note Special Handling Precautions: Temperature Precautions**

At temperatures reaching -20 F or below precautions and restrictions should be taken on containers during the lifting and or dumping process. Due to brittleness of material at these temperatures creating possible breakage and possible voiding of warranty.

Effective March 1, 2005 this Warranty supersedes all other warranties stated or published.