

CASCADE CART SOLUTIONS PRODUCT WARRANTY

Cascade Cart Solutions, a division of Cascade Engineering, Inc. (“Cascade”) warrants that the products listed below shall be free from defects in materials and workmanship for the applicable period. This warranty does not cover negligence, abuse or normal wear and tear, which include but are not limited to the examples provided below. This warranty shall be voided by any alterations, modifications, or unauthorized repairs to the product(s); or, as a result of any abuse, neglect, misuse or the resale of the products.

Purchaser must make all warranty claims within the applicable period. Cascade shall, at its option, repair or replace such defective product(s) or part(s) thereof, or refund the purchase price of the product(s). Repaired or replaced product(s) or part(s) are warranted for the balance of the original warranty period of the original product(s) or part(s). Purchaser shall be responsible for any labor costs incurred to install replacement parts and reassembly, if required. Replacement products and/or parts provided under this warranty are guaranteed only for the remaining period of the original warranty.

Cascade reserves the right to inspect in person, or request photos, to verify the existence of a covered defect. Purchaser shall promptly notify Cascade of any failures under this warranty by completing a warranty request form, which is available at www.cascadecartsolutions.com.

THIS LIMITED WARRANTY IS GIVEN ONLY TO THE ORIGINAL PURCHASER; IT MAY NOT BE TRANSFERRED OR ASSIGNED AND DOES NOT EXTEND TO ANY SUBSEQUENT PURCHASER OR TRANSFEREE OF THE PRODUCT(S). THIS WARRANTY IS IN LIEU OF ANY OTHER WARRANTY, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITATION TO THE FOREGOING, CASCADE SHALL NOT UNDER ANY CIRCUMSTANCES BE LIABLE TO PURCHASER OR ANY THIRD PARTY FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT TORT, OR ANY OTHER LEGAL THEORY.

EXAMPLES OF NORMAL WEAR AND TEAR (including but not limited to):

- Scratches, cuts or scores from any source.
- Accumulation of dirt or any other similar substance.
- Normal deterioration of metal parts during services.
- Normal discoloration due to atmospheric exposure or water conditions.
- Appearance of rust on steel parts.
- Damage caused by rodents, squirrels or other wildlife/animals.

EXAMPLES OF NEGLIGENT OR ABUSIVE USE (including but not limited to):

- Exposure to heat which may result in burns, scorches, melting.
- Exposure to chemicals such as solvents, petrochemicals, paints, or acids.
- Major impacts such as being hit by a vehicle.
- Improper storage such as storage in stacks, on lids, near heat or chemicals, outside uncovered without lid on, or in any area where damage may occur.
- Improper handling such as dropping cart stacks off delivery trucks, dragging over rough surfaces, stacking with wheels on, forcing through narrow openings, allowing packer mechanism to hit cart during dumping cycle.
- Improper handling by automated arms such as any scratches, cuts, creases, scores, cracks or breaks from a maladjusted automated lift arm or semi-automated dumper, including squeezing lid with arm and dropping cart into packer or possible wheel/axle damage and including excessive lift speed including any lift speed faster than six seconds for full lift-dump-down cycle.
- Failure to properly open or secure lids when emptying, handling or moving carts.
- Improper use such as any use other than for storage, transport, and dumping normal single unit residential solid wastes and curbside recyclables collection, including such improper use as: construction, industrial, landscaping, liquid storage/transport, bulk solids storage/transport, recreational, commercial, food service and institutional applications.

WARRANTY PERIODS AND OTHER PRODUCT-SPECIFIC DETAILS

STANDARD CARTS: Ten (10) years from the date of shipment to Purchaser. Specifically excluded are carts: used as crew carts; dumped manually or with mechanical lifting/dumping devices that do not meet ANSI requirements; or used for any purpose other than residential solid waste and curbside recyclables collection.

BASIC BLACK CARTS: Three (3) years from the date of shipment to Purchaser. Basic Black Carts are also warranted against insufficient resistance to weathering while in normal use. For purposes of this warranty, “normal use” is considered to be the collection of residential solid waste in conjunction with an approved semi-automated or fully automated mechanical lifting device. If a dumping device other than one approved by Cascade is to be used for semi-automated or fully automated dumping, written approval of that brand and specific model of dumping device must be obtained from Cascade prior to use. Adjustments or modifications may be required for approval.

POLY DURA KAN REFUSE CONTAINERS: Three (3) years from the date of shipment to Purchaser. Specifically excluded are any attached hardware, lids or casters. At temperatures reaching -20F or below, precautions and restrictions should be taken on containers during lifting and/or dumping because the material becomes brittle, which could create breakage and possible voiding of warranty.

CURBSIDE RECYCLING CONTAINERS: Five (5) years from the date of manufacture.

BEAR CARTS: Three (3) years from the date of shipment, excluding steel parts which are warranted for one (1) year from the date of shipment. Specifically excluded are carts: used as crew carts; dumped manually or with mechanical lifting/dumping devices that do not meet ANSI requirements; or used for any purpose other than residential solid waste and curbside recyclables collection. The warranty for steel parts is void if the Bear Cart barcode label is removed.