

# Otto Environmental Systems North America, Inc.

## COMMERCIAL DUMPSTER WARRANTY - COMMERCIAL CUSTOMER

### 1. One Year, Non-Prorated Warranty

When purchased new, Otto warrants its commercial waste containers will meet applicable specifications and be free from defects in material and workmanship while in normal use for the period of one (1) year from the initial date of shipment. Otto extends this warranty only to the first purchaser of the waste container, except when the purchase is made through an authorized Otto distributor, when the warranty will extend to the first purchaser from the distributor and not to the distributor. Third party manufactured casters are not covered by this warranty.

### 2. Exclusions From Warranty Coverage

- 2.1 Normal wear and tear for serviceable containers
- 2.2 Negligent and Abusive Use: including improper storage, use and handling, vandalism, and damage from wildlife
- 2.3 Damage from incompatible, improperly installed, operated, or damaged lifting mechanisms
- 2.4 Improper use of container exceeding specifications
- 2.5 Unauthorized repair or alteration
- 2.6 Damage caused by natural calamities such as fire, storm, or high winds

*Types of damages excluded from this warranty will be determined, each on its own merit, by an Otto warranty representative.*

### 3. Warranty Administration

- 3.1 Buyer representative shall notify Otto's applicable Area Sales Manager or Otto Representative in writing before the end of the warranty period for the allegedly defective container(s).
- 3.2 The Serial Number(s) of the alleged defective container(s) shall be submitted via email on the Otto Damage Submittal Form (F-9400) and must be accompanied by the appropriate defect code identifying where the failure occurred. To properly evaluate the claim, electronic photos of the failure types should be submitted for 20% of the claim quantity.
- 3.3 Buyer agrees that Otto or its designated representative shall have the right to inspect and test the allegedly defective container(s) at the customer site or predetermined location.
- 3.4 At the time a Damage Submittal Form is submitted, the containers become Otto's property. Otto requires the right to collect/reclaim and recycle the container(s). Buyer agrees to empty, disassemble, and stack containers for shipment set up by Otto.
- 3.5 Otto reserves the right to repair, to replace or to grant credit for defective containers.

### 4. Exclusive Warranty Remedy

**Upon determination of containers/parts as defective by Otto, said product shall, at Otto's sole option, be repaired, replaced or the first purchaser shall be given a credit for the amount of the original purchase price of the affected product. Any repaired or replaced containers/parts will assume the remainder of the one –year (or) applicable warranty from the original containers initial shipment date.**

This warranty is in lieu of any other remedy warranty, express or implied, including any implied warranty of merchantability or fitness for a particular purpose. In no event shall Otto be liable for incidental or consequential damages (including freight charges) or delay in performance resulting from the defect. Products manufactured by a supplier or third party manufacturer, specifically RFID components, distributed products and customer specified items, are not covered by this warranty and may be warranted by the manufacturer's warranty as offered.

**Credits not used within six (6) months of issue will expire.**

#### Otto Environmental Systems North America, Inc.

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