

# Otto Environmental Systems North America, Inc.

## RECYCLE BIN STANDARD WARRANTY - COMMERCIAL CUSTOMER

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

For all new Recycle Bins, Otto warrants that they will meet applicable specifications and be free from defects in material and workmanship while in normal use for a period of Five years from the initial date of shipment from Otto's manufacturing facility. Otto extends this warranty only to the first purchaser of the recycle bin, 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.

### 2. Exclusions From Warranty Coverage

- 2.1 Normal wear and tear for serviceable bins
- 2.2 Negligent and Abusive Use: including improper storage, use and handling, and vandalism
- 2.3 Damage from incompatible, improperly installed, operated, or subjected to extreme impact
- 2.4 Improper use of bin exceeding specifications
- 2.5 Unauthorized repair or alteration
- 2.6 Damage caused by natural calamities such as fire, chemicals, 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 bin(s).
- 3.2 The alleged defective container(s) shall be submitted via email on the Otto Damage Submittal Form (F-9400). The quantity must be accompanied by the appropriate warranty code identifying the type of failure. 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 bin(s) at the customer's site or a predetermined location.
- 3.4 At the time a Damage Submittal Form is submitted, the bins become Otto's property. Otto requires the right to collect/reclaim and recycle the container(s). Buyer agrees to empty, and stack bins for shipment set up by Otto.
- 3.5 Otto reserves the right to either, repair, replace, or grant credit for defective bins.

### 4. Exclusive Warranty Remedy

**Upon determination of bins 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 bins will assume the remainder of the Five-year (or) applicable warranty from the original bins 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, distributed products and customers 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.

12700 General Drive, Charlotte, North Carolina 28273  
800-795-OTTO (6886) • info@otto-usa.com • otto-usa.com

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