

International Container Co., LLC

Limited Warranty; Disclaimer.

ICC warrants that products (other than compactors and plastic carts, which are subject to their own express warranties and warranty terms incorporated herein by reference and located on ICC's website at the following address: www.internationalcontainerco.com) it manufactures will be free from defects in material and workmanship under conditions of normal use for one (1) year from the date the products are tendered to the carrier. In the event Buyer claims that the products are in breach of this warranty, Buyer shall promptly notify ICC in writing and provide a written explanation of how the products were stored, maintained, installed and/or operated. ICC's sole obligation with respect to products determined by it, in its sole discretion, to be in breach of this warranty shall be, at its option, to repair or replace the product or issue a credit for the purchase price. THE FORGOING WARRANTY AND REMEDIES ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. Any claim for breach of this warranty shall conclusively be deemed to be waived by Buyer unless written notice of the claimed defect is submitted to ICC within thirty (30) days after the date on which the defect is discovered. This warranty shall not apply to any product which has been subjected to any misuse, neglect, accidental damage or that contains defects, which are in any way attributed to improper storage, installation or to alterations or repairs made by any party not authorized by ICC. This warranty does not apply to products which have been disassembled, modified, physically or otherwise damaged, or subjected to conditions exceeding the applicable specifications or rating. All freight and shipping charges incurred to repair or replace warranted products are the sole responsibility of Buyer, unless ICC agrees in writing to incur any such expenses as it deems proper. If, in ICC's judgment, a returned product is not defective, ICC may impose a service charge of 20% and/or a restocking fee up to 20% of the product purchase price.

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