



TOTER BEAR TIGHT CONTAINER WARRANTY

Toter, LLC warrants to the original purchaser that its Toter plastic containers shall be free from defects in materials and workmanship when in normal use and service in accordance with manufacturer's ratings and specifications for a period of three (3) years from date of purchase (90 days on steel components including, but not limited, to locking mechanism). This warranty does not apply to failures resulting from misuse, abuse, negligence, accidents, lack of maintenance, and/or repairs or alterations outside our facilities.

Toter, LLC makes no other warranty, expressed or implied, including any warranty of merchantability or fitness for a particular use. In any event, Toter's liability under this warranty is expressly limited to the replacement of parts or refund of the purchase price. In no event shall Toter be liable for incidental, contingent, special, or consequential damages in connection with this warranty. Some states disallow certain damage exclusion, so some of the above limitations or exclusions may not apply to you.

This warranty is expressly limited to any product parts which are proven to Toter's satisfaction to be defective under this warranty. Parts determined to be defective by Toter shall be repaired or replaced at Toter's option as a part for part replacement (For Example, a wheel repair or replacement for a failed wheel, a body repair or replacement for a failed body). Repaired or replaced parts are warranted for the balance of the original warranty period of the original part. Repair or replacement is the sole remedy available under this warranty.

Toter retains the right to inspect components submitted for warranty to confirm that their failure is covered by this warranty. In the event that the Customer and Toter cannot reach agreement, the matter is to be referred to binding, independent arbitration.