



Original Purchaser: _____

Date of Purchase: _____

**MANUFACTURER'S DIRECT TEN/TWELVE YEAR WARRANTY
RESIDENTIAL WHOLESALE/MUNICIPAL**

The following is a summary of Toter, LLC's updated limited warranty of its Two-Wheel Cart/Container–Residential Wholesale/Municipal. The complete limited warranty can be found in the Wastequip Terms and Conditions of Sale at: www.toter.com, the terms of which are incorporated herein. If this summary and the complete limited warranty documents conflict, the terms of this summary, where more narrowly defined, will control.

Toter® Two-Wheel Cart/Container

TOTER, LLC (Toter) warrants its wheeled Container, manufactured and sold by Toter, or by a Toter authorized distributor, to the original purchaser listed above for normal and intended use and service against operational failure caused by proven defective material or workmanship as follows: Rotomolded Container Body only – 12 Years from the date of original purchase; All other components 10 years from the date of original purchase. This warranty equally covers Toter containers molded of either virgin resin or recycled content plastic materials.

This warranty is expressly limited to any product parts which are proven to Toter's satisfaction to be defective in material or workmanship under this warranty. Parts determined to be defective by Toter shall be repaired or replaced at Toter's option. 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 and does not extend the warranty beyond the original warranties set forth herein. This warranty is non-transferable.

Specifically excluded from this warranty are labor and installation, damage due to negligent or abusive use, or normal wear and tear, including, but not limited to, those items listed on Schedule A (attached). Negligent, abusive, or specifically excluded use of container voids this warranty thereafter. In no event shall Toter be liable for incidental, special, punitive, liquidated, or consequential damages, for loss of product or time, for any delay in performance under this warranty or for claims of customers of purchaser.

TOTER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING WARRANTY OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR, SPECIFIED OR INTENDED PURPOSE.

Some states do not allow limitations on how long an implied warranty lasts, the exclusion or limitation of incidental or consequential damages, and any such limitations will conform these warranties thereto (Buyers may also have other specific rights which vary from state to state).

TOTER, LLC

Effective for qualified purchases on or after January 25, 2016

(Rev. 01/2016)



SCHEDULE A

Toter Containers are designed for storage, transport, and dumping of normal household residential solid wastes, recyclables, excluding circumstances in which the load rating would be exceeded. Following are descriptions of several situations where the warranty does not apply. Exclusion is not limited to these situations.

EXAMPLES OF NORMAL WEAR AND TEAR:

- * Scratches - normal use may cause scratches.
- * Dirt, including accumulation of dirt or any other substance.
- * Normal deterioration during service.
- * Normal discoloration due to atmospheric exposure.

EXAMPLES OF ALTERATIONS, NEGLIGENT OR ABUSIVE USE:

- * Alteration of the original design, functionality or integrity of the Container
- * Cuts or scores from any source.
- * Extraordinary impacts such as being hit by a vehicle.
- * Burns, scorches, melting, or any damage from excessive heat.
- * Improper handling, including dropping stacks off delivery trucks, improper stacking, improper /excessive storage, forcing cart through narrow openings, allowing packer mechanism to hit cart or lid during dumping cycle, abrasion from excessive dragging, or cracks caused by improper handling or dumping.
- * Damage from automated grasper or semi-automated lifter, including any scratches, creases, cracks or breaks from a maladjusted, incorrectly operated, or improper automated grasper or semi-automated lifter. Includes any semi-automated lift speed faster than ANSI specifications for either the lift cycle or the down cycle.
- * Chemicals - being exposed to solvents, petrochemicals, paints, acids, or other chemical substance which damages plastic or metal parts.
- * Failure to follow instructions imprinted on cart parts (i.e., exceeding stated maximum load rating.)

(Rev. 01/2016)