



# Iowa Rotocast Plastics Warranty Policy & Limitation of Liability

Effective Date: 5-1-2020

Iowa Rotocast Plastics, Inc., hereinafter referred to as “the Seller”, takes great pride in delivering supreme quality products and equipment in the marketplace. The Seller manufactures goods in accordance with plan specifications, design criteria, and/or proposals approved by the customer, hereinafter referred to as “the User”. The seller warrants to the first-end-user purchaser (the “User”) that Iowa Rotocast Plastics, (IRP) branded equipment and products of its manufacture to be free from defects in material or workmanship, under normal and regular service, for the applicable Warranty Period (define below). This Warranty is not transferable. Some equipment and products which are not made by the seller are warranted by their respective manufacturer; therefore, this Limited Warranty does not apply to such products. Finished materials and accessories purchased from other manufacturers are warranted only to the extent of the manufacturers’ warranty to “the Seller”. Warranties for items built wholly or partially to buyer’s design or specifications are limited to dimensional conformity to engineering drawings supplied by the Buyer.

“The Seller” makes no warranty of any kind whatsoever, expressed or implied, other than as specifically stated herein; and there are no warranties of merchantability and/or fitness for a particular purpose which exceed the obligations and warranties specifically state herein. Unless otherwise specified, the Warranty Period is (1) full year from the date of delivery of goods. During the warranty period “the Seller’s” sole obligation is to either repair or replace a defective product as may be elected at “the Seller’s” sole discretion. All transportation costs are at the buyer’s expense. The seller will have no responsibility to honor claims received after the date the applicable Warranty.

Any alteration or repair of the goods by a party not specifically authorized in writing by “The Seller” shall automatically void the warranty.

Adjustments such as calibrations, leveling, tightening of fasteners or utility connections normally associated with the original installation and are not done by the seller are solely the responsibility of the buyer. Improper installation includes, but is not limited to, use of inadequate electrical wiring and/or insufficient or improper voltage.

In no event shall “the Seller” be liable for any incidental, consequential or special damages of any kind or nature whatsoever, including but not limited to lost profits arising from or in any way connected with agreement or items sold hereunder, whether alleged to arise from breach of contract, express or implied warranty, or in tort, including without limitation, negligence, failure to warn or strict liability.

This warranty shall be rendered null and void when, in the judgment of the seller, if the equipment has been subject to abnormal or abusive use or lack of proper care and maintenance by the buyer, or when it has been determined that environmental or application conditions have exceeded those specified for normal use of a specific product.

The seller has no responsibility to honor claims received after the date the applicable Warranty Period expires. Under all claims within this Warranty, the seller will have the right, at its own expense, to have their representatives inspect the equipment at the user’s premises and to request all of User’s records pertaining to the Equipment to determine whether a defect exists, whether the conditions set forth in this Warranty have been satisfied, and whether or not the applicable Warranty is in effect.

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## How do I receive warranty

After receipt of a product that the seller determines is defective, Iowa Rotocast Plastics, Inc. will, at its discretion; either repair (or authorize the repair of) the product, or replace the product. The seller's determination of defects is final. Failure by user to give notice of claims of breach of warranty within the Warranty Period shall be deemed an absolute and unconditional waiver of purchaser's claim for such defects.

If any defect is discovered in the product during the Warranty Period, the purchaser must notify Iowa Rotocast Plastics customer service department to obtain a return authorization number, and further instructions on how to return the product for service. Purchaser must follow the seller's instruction.

All defective parts must be returned to Iowa Rotocast Plastics, 1712 Moellers Drive, Decorah, Iowa, within the warranty period. Written authorization for such returns must first be obtained. Parts furnished without charge as replacements for original parts under warranty are warranted for the remainder of the original warranty period.

Iowa Rotocast Plastics Customer Service:

Toll Free: 1-800-553-0050

Email: [IRP@IRPINC.COM](mailto:IRP@IRPINC.COM)

## Additional exclusions from warranty coverage

The IRP Warranty does not cover parts or accessories, which (a) carry the warranty of a supplier of a product or equipment not manufactured by IRP or (b) are, abused. Application of this Warranty is further conditioned upon the following:

- Installation. The Equipment must be properly installed in accordance with Iowa Rotocast Plastic's installation procedures and instructions and reviewed and tested by IRP's authorized representative.
- No Alteration. The Equipment must not have been modified or altered from its condition at the date of original installation.
- Proper Maintenance and Operation. The Equipment must be properly maintained and operated in accordance with IRP's or other used supplier maintenance and operating procedures. Improper operation due to voltage variances, inadequate wiring and physical damage is the responsibility of the User. They are not manufacturing defects.
- This warranty is void if failure is a direct result of handling &/or transportation, fire, water, accident, misuse, acts of nature/disaster, attempted repair by unauthorized persons, improper installation, if serial number has been removed or altered, or if unit is used for purpose other than it was originally intended.

Failure to comply with any of these conditions will void this Warranty. In addition, this Warranty does not cover defects due to apparent abuse, misuse or accident. Iowa Rotocast Plastics, Inc. accepts no responsibility for normal wear and tear of products and/or equipment. The responsibility of Iowa Rotocast Plastics Corporation ceases upon acceptance of its products by the carrier. Any damage or loss sustained in shipment is the carrier's responsibility.

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