

Alumne Five Year Limited Warranty Dumpster Warranty and Limitation of Liability

Alumne Manufacturing, Inc. warrants to the original purchaser that each new dumpster manufactured by us (hereinafter referred to as the "Equipment") is free from defects in materials and workmanship for a period of four years from the date of purchase, provided that the dumpster is operated by the purchaser in accordance with generally approved practices and with loads not exceeding the manufacturers rated capacity. Alumne shall determine in its sole discretion whether the Equipment was operated by the purchaser in accordance with generally approved practices and with loads not exceeding the manufacturers rated capacity.

Equipment frame structure found to be defective within the warranty period shall be repaired or replaced (at Alumne's sole option) at Alumne's factory location or authorized service facility provided that the purchaser notifies Alumne or an authorized distributor as soon as any defect becomes apparent.

1 year100%
2 year75%
3 year50%
4 year25%

Component Warranty Schedule

Lids - 4 year100%

All warranties, if any, extend to Alumne by the makers and suppliers of component parts, accessories or other goods included in the manufacture of Alumne's Equipment will be assigned, if contractually permitted, to the purchaser. Specific component warranty details will be provided to the purchaser upon request. This warranty does not expand, enlarge upon, or alter in any way, the warranties provided by the manufacturers and suppliers of component parts and accessories.

The purchaser agrees to deliver the defective Equipment or parts for warranty service to Alumne's factory location or an authorized service facility specified by Alumne, freight prepaid.

Warranty shall be void upon removal of Identification label, Logos and/or safety labels.

This warranty also excludes the following: normal wear, tear and deterioration of the equipment; maintenance items including, but not limited to seals and bearings; Equipment sold "as is" Equipment that has been subject to neglect, accident, abuse, misuse; Equipment that has been repaired, replaced or altered by someone other than Alumne or one of its authorized service facilities unless, however, Alumne in its sole discretion determines that the defective condition of the Equipment was in no way caused or was attributable to said repairs, replacements, or alterations.

Alumne and the purchaser agree that in consideration of the above warranty, all other warranties other than title, either express or implied, whether arising under law or equity, including warranties or merchantability and fitness for a particular purpose, are excluded from this contract. Further, the foregoing warranty is made solely to the first purchaser from Alumne or from an authorized distributor.

The sole liability of Alumne and the exclusive remedy of the purchaser arising out of the manufacture, sale or use of the Equipment provided hereunder on warranties or otherwise, shall be limited to the cost of repair or replacement of defective parts as herein arising from any cause whatsoever, including but not limited to, breach of contract or tort, (including negligence), shall not exceed the contract price of the Equipment furnished hereunder. Alumne shall not be responsible for work done, Equipment or parts furnished or parts or repairs made by others unless work is specifically ordered by Alumne or an authorized distributor for the fulfillment of this warranty. In no event shall Alumne be liable for removing defective parts, when repaired or replaced by anyone other than Alumne or an authorized service facility, or for any costs incurred with such removal or reinstallation.

Consequential Damages

Notwithstanding any other provision of this agreement, in no event shall Alumne be liable, whether under contract, tort (including negligence) or otherwise for loss of anticipated profits, damage to loads or contents of the Equipment, transportation expenses due to repairs, non operation or increased expense of operation cost of purchased or replacement Equipment claims of customers, costs of money, loss of use of capital or revenue, personal injuries, or for any special, incidental or consequential loss or damage of any nature, arising at any time, or from any cause what so ever.

**Alumne Manufacturing, Inc.
801 Industrial Drive
Wildwood, Fl 34785**