

Recycle Plastic Tree Grate Warranty

- A. <u>Limited Warranty</u>. Subject to the following terms and conditions, OCC Outdoors (OCC) Warrants if products to be free from defects in material and workmanship under normal Use and service for which it was intended, but only if it has been properly installed and Operated. OCC obligation under this warranty is limited to replacing or repairing, free of Charge, those products. Which upon examination, disclose to the satisfaction of OCC to have been defective. The product must be returned to OCC at 6597 W 300 North, Boggstown, IN 46110, with transportation charges prepaid, within 90 days of the date of purchase. Proof of purchase must accompany any warranty claim.
- B. <u>Exclusions</u>. The limited warranty provided by OCC shall not apply to any repairs or replacements that may be required due to physical abuse of the product, misuse, alterations or modifications made to the product, damage resulting from accident or causes not within the control of OCC.
- C. <u>Warranty Disclaimer</u>. THE WARRANTY DESCRIBED ABOVE IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SAID WARRANTIES BEINGEXPRESSLY DISCLAIMED.
- D. <u>Limitations on Liability</u>. OCC shall not be liable for any loss or damage resulting, directly or indirectly, from the use, delay in delivery, installation or repair, or for any failure to perform which is due to circumstances beyond OCC's control. The maximum liability, if any, of OCC for all direct of indirect damages, including without limitation, contract damages and damages for injuries to persons or property, whether arising from OCC's breach of this agreement, breach of warranty, negligence, or any other cause is limited to and not to exceed the original purchase price. In no event shall OCC be liable for any incidental, consequential or special damages. The right to recover damages within the limitations specified is purchaser's exclusive remedy in the event that any other contractual remedy fails to its essential purpose.

Return Policy. If you are not completely satisfied with the OCC product you have purchased, you may return in to OCC Outdoors at 6597 W 300 North, Boggstown, IN 46110 with transportation charges prepaid, provide it is received by OCC within 30 days of date of purchase. You must contact OCC customer service department in advance of returning product to obtain a return authorization number by calling 1(317) 223-8881. Proof of purchase and a return authorization number must accompany any claim for a return. A 15% restocking charge will be imposed. All product returns must be, to OCC's satisfaction, returned in like-new resellable condition before OCC issues any refund of the product purchase price less restocking charges. Any transportation charges incurred in a return transaction remain non-refundable under all circumstances.