## **ROUGHNECK® REFUSE CAN LIMITED WARRANTY**

What Does This Warranty Cover? Rubbermaid Commercial Products LLC ("Rubbermaid") warrants that Roughneck® refuse cans will be free from defects caused by material and manufacturing workmanship for a period of 10 years from the date of delivery to the original end user purchaser. This limited warranty is valid only for units which have been maintained in accordance with instructions supplied with the newly purchased product. This limited warranty applies to end user purchases on or after August 1, 2023.

**How Long Does The Coverage Last?** The warranty lasts 10 years from the date of delivery to the original end user purchaser. Proof of purchase, or proof of delivery date if different than date of purchase, is required to obtain warranty replacement or refund.

What Will Rubbermaid Do? If an item covered by this limited warranty proves to have a defect caused by material or manufacturing workmanship, Rubbermaid, at its sole election, will replace the defective part or provide a replacement product or refund as provided herein. If Rubbermaid, in its sole discretion, determines that the product requires full replacement, then Rubbermaid will either replace the product or refund you the pro-rata portion of the purchase price of the product on a straight line depreciated basis of 10% per year. For example, if the product has been owned for 7 years, Rubbermaid will refund you 30% of the original purchase price.

What Does This Warranty Not Cover? The warranty applies only to products purchased and used by end users in the United States of America and Canada, and only to the original purchaser/owner and is not transferrable (except where prohibited by local law, which may include the Province of Quebec). This warranty does not apply to wheels or wheel assembly components. All failures or defects must be reported within the applicable limited warranty period. Any use of the product for purposes other than the storage of goods or waste will void this limited product warranty.

Commercial use or use other than for personal or household purposes is not covered by this warranty. In addition, damage caused by: normal wear and tear, insects, animals or rodents, use of force, incorrect handling, inappropriate use, abuse, neglect, accidents, impact from foreign objects, vandalism, pollutants, set-up on an un-level foundation, alteration, painting, fading, assembly not in accordance with the User's Manual, or damage caused as a result of storage above the capacity limits of the Product, are not covered by this limited warranty. Do NOT attempt to repair or modify the items to remedy any damage or defect covered by this limited warranty. Rubbermaid reserves all rights to decline coverage if the defect or damage was caused by unauthorized attempts to repair or modify the item. Rubbermaid expressly excludes from this limited warranty and denies liability for defects or damage caused by repair or modification. This limited warranty does not apply to damage resulting from "acts of nature" including, but not limited to: wind, hail, storm, tomado, hurricane, heavy snow, ice, blizzard, flood, or fire effects. This limited warranty is void if structural parts and components not supplied by Rubbermaid are used. This limited warranty does not apply to "Normal Weathering". "Normal Weathering" is defined as exposure to sunlight and extremes of weather and atmosphere which will cause any colored surface to gradually fade, chalk, or accumulate dirt or stains.

**How Do You Get Service?** Rubbermaid will replace the product, send a replacement part or issue a refund (at our option) when the consumer provides a proof of purchase (either a bill of sale, receipted invoice, or other proof that the product is within the warranty period), along with a full description of the defect, by using the contact us tool at https://www.rubbermaid.com/support/contact-us, or to the applicable

address listed below.

## Consumers located in USA:

Rubbermaid Consumer Care 4110 Premier Drive, High Point, NC 27265 Toll-Free: (888) 895-2110, Monday - Friday, 9:00am - 5:00pm Eastern

## **Consumers located in Canada:**

Rubbermaid Consumer Care 4110 Premier Drive High Point, NC 27265 USA

Tel: (866) 595-0525 Monday – Friday, 9:00 am – 5:00 pm Eastern

Rubbermaid reserves the right to request photographic proof of product defect, and request that the defective product in question be shipped to Rubbermaid to inspect the product or to aid in quality control efforts.

THIS LIMITED WARRANTY IS EXCLUSIVE AND IN LIEU OF ANY OTHER WARRANTY, WRITTEN OR ORAL, INCLUDING BUT NOT LIMITED TO ANY EXPRESS WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE DURATION OF ANY IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IS EXPRESSLY LIMITED TO THIS LIMITED WARRANTY PERIOD.

THE PURCHASER'S EXCLUSIVE REMEDY FOR BREACH OF THIS LIMITED WARRANTY OR OF ANY IMPLIED WARRANTY OR OF ANY OTHER OBLIGATION ARISING BY OPERATION OF LAW OR OTHERWISE SHALL BE LIMITED AS SPECIFIED HEREIN TO REFUND OR REPLACEMENT OF THE PRODUCT AS PROVIDED HEREIN. IN ANY EVENT, RESPONSIBILITY FOR SPECIAL, INCIDENTAL AND CONSEQUENTIAL DAMAGES IS EXPRESSLY EXCLUDED. RUBBERMAID SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES WHATSOEVER.

Legal rights vary from state to state, and some states do not allow limitations on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages; therefore, the above limitations or exclusions may not apply to you if precluded by local law. This limited warranty gives you specific legal rights, and you may have other rights that vary from state to state or from province to province.

If you believe your product carries a warranty not described above, or have questions regarding this limited warranty, call our Consumer Service Department at 888-895-2110 reach out to us at https://www.rubbermaid.com/support/contact-us.

Rubbermaid Commercial Products LLC 4110 Premier Drive High Point, NC 27265