



TURTLE PLASTICS LIMITED WARRANTY - AMENDED OCTOBER 25, 2021

DURA CRIB™ BRAND PRODUCTS

1. Cleveland Reclaim Industries Inc. dba Turtle Plastics (hereinafter "Company") warrants solely to the original purchaser at retail of its Dura Crib Products (hereinafter "Product") that:
  - A. For five (5) years from the date of the original purchase at retail, Company will provide a replacement Product for any Product that breaks for any reason other than abuse or damage due to misapplication or improper installation or stabilization maneuver.
  - B. For ten (10) years from the date of the original purchase at retail, Company will provide a replacement on any Product that is sagging for any reason other than damage due to misapplication, overloading of product or improper installation.
  - C. For fifty (50) years from the date of the original purchase at retail, Company will provide a replacement Product for any Product that becomes defective because of rot, termite infestation or corrosion.
2. A Product shall be deemed broken or defective when it lacks the capacity to perform the primary function for which it was manufactured as determined by Company.
3. The lanyard and plug do not carry any warranty provision.
4. Company shall not warrant any Product whose production identification label is altered, including changing the Company's name, logo, product working load, country of origin, phone number and technical information website link. Company will replace any missing or lost product identification found on Product free of charge.
5. TO OBTAIN PERFORMANCE UNDER THIS WARRANTY, the original purchaser at retail must submit and complete online the requisite claim form found on the Company's website. Once a claim form has been submitted along with the necessary supporting documentation, the original purchaser shall receive a Return Goods Authorization number. Once a number has been generated, please return the broken or defective Product to Company postage paid, with a copy of the invoice documenting the date of purchase. Any Product returned for replacement under this warranty must be clearly marked with a "warranty return authorization code", which the original purchaser at retail may obtain from Company. Company will ship a replacement Product to the original purchaser at retail, postage due, within ten (10) days or as soon as product becomes available of receiving the broken or defective Product. Company reserves the right to challenge any warranty claim for failures resulting from obvious abuse or damage due to misapplication or improper installation.
6. ANY EXPRESS WARRANTY NOT PROVIDED HEREIN, AND ANY REMEDY FOR BREACH OF CONTRACT WHICH BUT FOR THIS PROVISION MIGHT ARISE BY IMPLICATION OF OPERATION OF LAW, IS HEREBY EXCLUDED AND DISCLAIMED. THIS SALE IS MADE ON THE EXPRESS UNDERSTANDING THAT THERE IS NO IMPLIED WARRANTY THAT ANY PRODUCT SHALL BE FIT FOR ANY PARTICULAR PURPOSE OR AN IMPLIED WARRANTY THAT ANY GOODS SHALL BE MERCHANTABILITY. THE ORIGINAL PURCHASER AT RETAIL ACKNOWLEDGES THAT SAID PURCHASER IS NOT RELYING ON COMPANY'S SKILL AND JUDGEMENT TO SELECT OR FURNISH GOODS SUITABLE FOR ANY PARTICULAR USE.

7. UNDER NO CIRCUMSTANCES SHALL COMPANY BE LIABLE TO THE ORIGINAL PURCHASER AT RETAIL OR ANY OTHER PERSON FOR ANY SPECIAL OR CONSEQUENTIAL DAMAGES, WHETHER ARISING OUT OF BREACH OF WARRANTY, BREACH OF CONTRACT, OR OTHERWISE. COMPANY SHALL IN NO EVENT BE LIABLE FOR ANY BREACH OF WARRANTY IN AN AMOUNT EXCEEDING THE ORIGINAL PURCHASE PRICE OF ANY PRODUCT.
8. COMPANY SHALL IN NO EVENT BE BOUND BY ANY STATEMENT OR REPRESENTATION AS TO THE QUALITY OR PERFORMANCE OF ANY PRODUCT, OTHER THAN AS CONTAINED IN THIS WARRANTY.
9. PRODUCTS PROVIDED AS SAMPLES OR AT NO CHARGE ARE NOT CONSIDERED WARRANTIED AND MAY NOT BE RETURNED FOR ANY CASH VALUE OR REPLACEMENT.
10. COMPANY RESERVES THE RIGHT, AT ITS DISCRETION, TO CHANGE, MODIFY, ADD, OR REMOVE PORTIONS OF THE WARRANTY AT ANY TIME BY POSTING THE AMENDED WARRANTY ON ITS WEBSITE AT [HTTPS://WWW.TURTLEPLASTICS.COM/RESOURCES/](https://www.turtleplastics.com/resources/). PLEASE CHECK WARRANTY PERIODICALLY FOR CHANGES OR CALL OUR OFFICE AT 1-800-756-6635 IF YOU WOULD LIKE THE MOST RECENT WARRANTY.
11. WARNING: COMPANY STRONGLY RECOMMENDS THAT GENUINE DURA CRIB PRODUCTS ARE USED DURING CRIBBING APPLICATIONS AND THE USE OR MIXING OF OTHER PRODUCTS OR MATERIALS IN A CRIB STACK MAY ALTER THE PERFORMANCE OF THE COMPANY'S PRODUCTS, CAUSE SERIOUS INJURY TO THE USER, DAMAGE TO THE EQUIPMENT AND MAY CANCEL THE LIMITED WARRANTY PROVIDED HEREIN.

#### **DURA STAT™/DURA BLEND LUMBER™/UHMW BRAND PRODUCTS**

1. Cleveland Reclaim Industries Inc. dba Turtle Plastics (hereinafter "Company") warrants solely to the original purchaser at retail of its Dura Stat ("DS Product")/Dura Blend Lumber ("DBL Product") and Ultra High Molecular Weight Polyethylene (hereinafter "UHMW Product") that:
  - A. For one (1) year from the date of the original purchase at retail, Company will provide a replacement for DS, DBL OR UHMW Products that breaks for any reason other than abuse or damage due to misapplication or improper installation.
  - B. For fifty (50) years from the date of the original purchase at retail, Company will provide a replacement DS, DBL OR UHMW Products that becomes defective because of rot, termite infestation or corrosion.
  - C. Included are warranty provisions 2-11.
2. WARNING: THE LIMITED WARRANTY PROVIDED FOR HEREIN WILL BE CANCELED SHOULD THE ORIGINAL PURCHASER USE DS OR DBL PRODUCTS IN ANY CRIBBING OR MULTIPLE STACKING CONFIGURATION. EXCLUDING PART #FSS-4x4x22 AND PART #FSS-4x4x48 WHICH CAN BE USED TO CRIB A FORKLIFT MAST ONLY.