



May 15, 2024

DURA CRIB BRAND PRODUCTS SAFETY & REFERENCE MANUAL

- ATTENTION: ALL DISTRIBUTORS, INSTALLERS AND/OR PURCHASERS OF TURTLE PLASTICS DURA CRIB PRODUCTS; PLEASE FOLLOW ALL PRODUCT WARNINGS AND INSTRUCTIONS ENCLOSED IN THIS MANUAL.
- FAILURE TO DO SO POSES RISK OF SERIOUS INJURY OR DEATH TO THE USER AS A RESULT OF SLIPS, TRIPS, FALLS, ENTRAPMENT OR ROLLOVER OF EQUIPMENT.
- ENSURE THIS MANUAL IS DISTRIBUTED TO ANYONE YOU HAVE SOLD THESE PRODUCTS TO, CURRENTLY USING THESE PRODUCTS OR PRIOR TO ANYONE USING THESE PRODUCTS.
- PLEASE REPLACE THE PREVIOUS VERSIONS OF THIS MANUAL WITH THIS CURRENT MANUAL DATED 04/01/2024.
- PLEASE UPLOAD THIS DOCUMENT ON YOUR WEBSITE IF YOU HAVE SOLD OR ARE SELLING THESE PRODUCTS. PLEASE POST THIS MANUAL WHERE PRODUCTS ARE BEING USED.

GENERAL PRODUCT INFORMATION

Turtle Plastics Dura Crib™ brand products are recycled HDPE composite plastic blocks, step chocks and cribbing pads (some pads are made from UHMW high impact plastic) designed with interlocking facades and load rated to allow for cribbing/stabilization applications during rescue maneuvers in the first response community or during lifting operations of various sized equipment, machinery, or vehicles during maintenance or repair in an industrial setting. For safety precautions, the products should be used only by trained and certified professionals in equipment maintenance and repair, trained first responders or professionals trained in lifting operations. For safety and warranty requirements, the product(s) should be used only by the end user/purchaser and should not be rented or leased to any third party. You may upload this document to Google Translate at <https://translate.google.com/> for language translation.

These Dura Crib products may have been sold under a different product name and/or part number. Please call Turtle Plastics at 1-800-756-6635 or check with your product distributor if you are unsure.

Definitions

1. "DURA CRIB" is a brand of Turtle Plastics products that are designed for active lifting and stabilization applications. These products have at least one interlocking facade that consists of either/or pyramids, "Lincoln Log", channels, raised steps, or pegs. These products are load rated and labeled. Most products have a high visibility lanyard strap(s). These products are designed for "active load" applications, i.e., when there is hazardous energy created during the lift (i.e., due to a pneumatic or hydraulic tool(s) used).
2. "WORKING LOAD" also known as "design load" or "safe load", is generally a fraction of the "ultimate strength." "Ultimate strength" refers to the force required to cause complete failure of a supporting structure. "Working load" determines the size and number of block cribs required. "Working load" should be no more than 1/3rd of "ultimate strength." Please refer to the *U.S. Army Corps of Engineers Urban Search and Rescue Field Operations Guide* to better understand design load and ultimate strength in relationship to cribbing operations.
3. "BOX CRIB" is so named because of the box that is formed when the cribbing blocks are configured. The crib stack must be on a flat, level surface and the top tier of the box crib should be solid; that is, with several pieces laid side by side so that there are no openings (gaps) and/or topped with a solid plate that distributes the weight down to the contact points.
4. "POINT SOURCE LOADING": When energy or an object bearing down onto the crib stack is uneven or the lift isn't positioned in a manner where weight is distributed evenly across the box crib. Point source loading can cause the crib block or crib stack to fail irrespective if the block is made from wood or engineered material. Another example of point source loading is placing the block under a single point of contact where there is a sharp object such as a screw or bolt which then pierces the cribbing block causing the block to fail.

Example Product – 67PC-24 Prime Crib® block

Reflective lanyard on short, "smooth ends" (two sides of product if blue or orange handle is present, one lanyard if yellow).



CRUSH WARNING
Do not use Dura Crib brand cribbing blocks on vertical/short end. Use only horizontally. The exception are the step chocks products.

"Lincoln Log" Facade

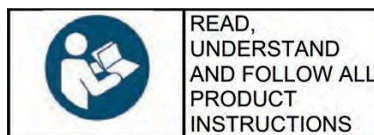
Turtle Plastics Product Working Load Limit Tag (one side of product only). Please notify us immediately if you receive a product without this tag, or if the tag has been covered or altered.

"Pyramid" Facade

GENERAL INSTRUCTIONS

1. Review, understand, and follow all safety instructions set forth in this manual when using any of the products.
2. Before using any of the products, familiarize yourself with applicable government regulations/ordinances/equipment owner's guides and your organization's policies and procedures for use of the products during lifting or stabilization maneuvers.
3. Before using any of the products understand applicable government regulations/ordinances/your organization's policies for warning/hazard or danger signage/notification posting(s) in the area where the products are in use.
4. Before conducting any maneuver, understand the load rating and center of gravity of the equipment being lifted or stabilized.
5. Be familiar with cribbing concepts as described in the *"U.S. Army Corps of Engineers Shoring Operations Guide"*.
6. Make sure the environment in which the products will be used is safe.
7. Only personnel trained in cribbing and shoring techniques should use the products.
8. Inspect products for any damage prior to use; do not use if damaged.
9. Replace products if worn or damaged.
10. Make sure whatever is being stabilized using the products is not left unattended or for prolonged periods of time.
11. Ensure products are clean and dry before use.
12. Products are intended for temporary use only.
13. The lanyard color on the Dura Crib products provides a generalized application duty of each product:
 - Green – UHMW plastic composite material – super heavy duty (EXCEPT PARTS # PSP18 & PSP24)
 - Orange – HDPE plastic composite material – heavy duty
 - Blue – HDPE plastic composite material – medium duty
 - Yellow – HDPE plastic composite material – light duty
14. Place this manual in the area where products are being used.

SAFETY INSTRUCTIONS



1. User(s) of these products must understand cribbing techniques as described by their organization's policies or as demonstrated by the US Army Corps of Engineers, FEMA, or OSHA.
2. Limit height of crib stack to 2-3 times width (shortest width for non-square crib block).
3. Product working load limits for Dura Crib brand products are maximized in a 77-degree Fahrenheit (25-degree Celsius) environment; temperatures above or below will decrease working load limits.
4. Do not store or use products in temperatures below -17°C/0°F.
5. Use caution and conduct your own testing of your application of the Dura Crib brand of products prior to lift.
6. Beware of any deflection, sagging, or bending of the products during lifting or stabilization maneuvers.
7. All Dura Crib brand of products are designed to be placed on a stable surface and on the horizontal facade of a crib block; never use any Dura Crib brand of product on its vertical (short) end.
8. Do not use products for cribbing, shoring, or stabilization applications in any medium to heavy-duty crane equipment.
9. All Dura Crib brand of products should have their Turtle Plastic Manufacturer's Working Load Limit identification tag affixed to the product. Please call your distributor or Turtle Plastics if you require a replacement identification tag.

10. Post this manual and the official Working Load Reference Guide which can be found in its entirety at www.turtleplastics.com/resources in an area where the products are used.
11. Ensure when using products that whatever is being stabilized on the products, is placed in a uniformly distributed load manner and the majority of the load of the object or equipment lift isn't positioned in a manner onto a single point of contact (referred to as point source load).
12. The bottom layer of the crib stack should be placed in a solid configuration so it can sustain the spread of the load, especially on soil or asphalt paving. Use caution on uneven surfaces.
13. Use caution with wedges. While wedges are designed to fill gaps, they are not designed to carry load and should not be considered as part of the working load formula.

WARNINGS

 WARNING: CRUSH HAZARD	
	BEFORE USING PRODUCTS, READ YOUR EQUIPMENT OWNER'S GUIDE AND YOUR ORGANIZATION'S POLICIES AND PROCEDURES FOR THE USE OF THESE PRODUCTS AND FOR ANY WARNINGS OR SIGNAGE THAT NEEDS TO BE POSTED WHILE PRODUCTS ARE IN USE.
	DO NOT USE ANY DURA CRIB® BRAND PRODUCTS FOR CRIBBING, SHORING OR STABILIZATION APPLICATIONS WITH ANY MEDIUM TO HEAVY-DUTY CRANE EQUIPMENT.
	AN UNEVEN GROUND SURFACE CAN CAUSE PRODUCTS TO SHIFT DURING AN APPLICATION CAUSING DAMAGE TO EQUIPMENT AND/OR INJURY/DEATH TO WORKER.
	ENSURE THAT THE WEIGHT OF THE LOAD BEING LIFTED IS EVENLY DISTRIBUTED ACROSS THE BLOCK OR CRIB STACK - AVOID LOADING ONTO A SINGLE POINT OF CONTACT ON THE CRIBBING BLOCK.
 	PRODUCT WORKING LOAD LIMITS ARE MAXIMIZED IN A 77-DEGREE FAHRENHEIT (25-DEGREE CELSIUS) ENVIRONMENT; TEMPERATURES ABOVE OR BELOW WILL DECREASE WORKING LOAD LIMITS.
 	YELLOW DURA CRIB® PRODUCTS HAVE A REDUCED WORKING LOAD AS COMPARED TO THE BLACK DURA CRIB® PRODUCTS.
	DO NOT USE DURA CRIB® BLOCKS OR PADS ON THEIR VERTICAL END. DO NOT DRILL INTO OR MODIFY PRODUCTS.

 WARNING	
ROLL OVER/TIPPING HAZARD	
	<ul style="list-style-type: none"> To avoid rollover or tipping, and before using step chock product components, ensure products are on level and solid ground and use shoring when necessary to firmly stabilize equipment. Avoid shifting the center of gravity and flipping of equipment during cribbing maneuvers. Do not leave equipment unattended during an active cribbing application.

INJURY AND PROPERTY DAMAGE AVOIDANCE INSTRUCTIONS

1. Do not overload products.
2. Comply with all local, state and federal laws when using the products in your application.
3. Post the most recent Dura Crib Working Load Guide and this manual in areas where the products will be used. You may download these documents at www.turtleplastics.com/resources.
4. Receive the proper product training on these products from either Turtle Plastics, or a certified trainer in your field.
5. Do not cut, drill, or bolt into products, doing so can significantly impact working load and performance.
6. Ensure the Turtle Plastics Working Load Limit identification tag is always affixed to the product. Request a complimentary tag from Turtle Plastics or your distributor if needed.
7. When applicable, check that the product lanyard is intact before lifting the block by the lanyard.
8. Use the correct personal protective equipment when conducting lifting or stabilization maneuvers.
9. Whenever possible, avoid intermixing cribbing materials. Due to the differences in material compression and coefficient of friction, extreme care must be exercised when intermixing wooden or metal cribbing with Dura Crib brand of products.
10. Use caution on uneven surfaces. Use shoring when necessary to assist in the stabilization.
11. Do not replace damaged component parts with component parts other than those made by Turtle Plastics.
12. Do not leave Dura Crib brand of products unattended during active load or lifting operations.
13. Do not leave Dura Crib brand of products for any length of period during active load or lift.
14. Do not clean products with any product other than a cleaning solution from EPA List N for plastic.

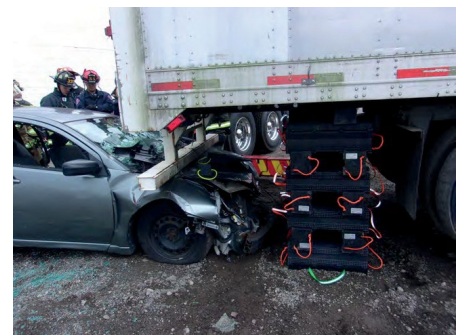
APPLICATION EXAMPLES & RESOURCES

PRODUCT APPLICATION EXAMPLES:

These are examples only. Always refer to the equipment owner's manual and/or your organization's safety policies for proper cribbing/blocking techniques. You can find further product information on our website.



Example on the top right of a heavy-duty cribbing application during rescue using the 67PC24 Prime Crib and PCP24 Prime Crib Pad.



Example on the bottom right of a heavy-duty lifting application for utility equipment using the SP24-2 Slab Pad Two on the bottom layer, the S612-24 Full Slab and the SP24 Slab Pad on the top of stack.





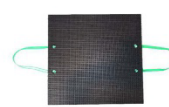
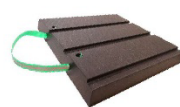





Use correct posture when lifting products. For example, on the left, the CT44PL-18 Crib Toters are designed to organize 2 sets of (9) 44PL-18 Hybrid Crib and the carrying bag provides ergonomic features to reduce injuries for workers.

DURA CRIB® BRAND PRODUCTS

DURA CRIB® BRAND PRODUCTS WORKING LOAD GUIDE

Product Photo				
Capacity	Heavy Duty	Heavy Duty	Heavy Duty	Heavy Duty
Mfg. Part #	S612-24	S612-12	66SC-36	67HDC-30
Product Name	The Slab®	Half Slab®	Super Crib XL® Platform Base Crib Block	Black Diamond Crib®
Working Load Limit (KG/LBS)	110,000/242,508	55,000/121,254	78,400/172,842	71,600/157,850
PSI	865	865	865	865
Product Photo				
Capacity	Heavy Duty	Heavy Duty	Heavy Duty	Medium Duty
Mfg. Part #	44HDC-36	67PC-24	44HDC-30	67SC-24
Product Name	Super Black Diamond Crib XL®	Prime Crib®	Profile Black Diamond Crib®	Super Crib®
Working Load Limit (KG/LBS)	69,400/153,000	58,800/129,631	50,800/111,994	49,900/110,000
PSI	865	865	865	865
Product Photo				
Capacity	Medium Duty	Light Duty	Light Duty	Light Duty
Mfg. Part #	44HDC-24	1B, 2B, 3B	67HDC-10	44PL-18
Product Name	Super Black Diamond Crib®	Turtle Lock Block/Blox®	Little Black Diamond Crib®	Hybrid Crib®
Working Load Limit (KG/LBS)	40,823/90,000	31,000/68,343 per block	23,700/52,249	20,500/45,194
PSI	865	865	865	735
Product Photo				
Capacity	Light Duty	Light Duty	Light Duty	Light Duty
Mfg. Part #	44-18	24-18	SC-1 and SC-3 (SC-3 is discontinued)	SC-2
Product Name	44-18 Pyramid Crib®	24-18 Pyramid Crib®	Standard and Giant Step Chock	Medium Step Chock
Working Load Limit (KG/LBS)	13,607/30,000	8,164/18,000	4,400/9,700 per chock	4,400/9,700
PSI	735	735	865 per chock	865

DURA CRIB BRAND PRODUCTS

Product Photo							
Capacity	Light Duty Fire Industry Application Only	Light Duty Fire Industry Application Only	Light Duty Fire Industry Application Only	Medium Duty Fire Industry Application Only			
Mfg. Part #	SC-1 and SC-3 (SC-3 is discontinued)	SC-2	SC-COG-1	CTP2424-2 and CTP1818-1.5			
Product Name	Standard and Giant Step Chock	Medium Step Chock	Cog Step Chock	ModPad* (US Pat. No. D804,768)			
Working Load (KG/LBS)	4,400/9,700 per chock	4,400/9,700	1,701/3,750 without cog or 2,722/6,000 with cog	54,431/102,058 each pad size			
Dimensions/Weight	SC-1 = 24 1/2"x5 3/4"(base)x 3 3/4"(w)x10 3/4"(h) 6.8kg/15lbs SC-3=31 1/2" x 11"(base)x5" (w) x22" (h)	29 1/2"x9" (base)x 4 1/2"(w) x17 1/4"(h) 15.88kg/35lbs	24 2/8"(base) x 6 5/8" (w)x10 3/4"(h) 9.98kg/22lbs	24"x24"x2" 17.32kg/38lbs	18"x18"x1 1/2" 7.26kg/16lbs		
PSI	865 per chock	865	865	402	369		
Protection Pad Product Photo							
Capacity	Super Heavy Duty	Super Heavy Duty	Super Heavy Duty	Super Heavy Duty	Super Heavy Duty		
Mfg. Part #	SP24-2	PCP24	SP24 and SP12	BDCPAD15 BDCPAD15-2 BDCPAD15-S	BDCPAD20 BDCPAD20-2 BDCPAD20-S		
Product Name	Slab Pad Two	Prime Crib Stack Pad	Slab Pad and Half Slab Pad	Black Diamond Crib Pad 15	Black Diamond Crib Pad 20		
Working Load (KG/LBS)							
Dimensions/Weight	24"x24"x2" 15.88kg/35lbs	24"x24"x2" 18.14kg/40lbs	24"x12"x2" 6.8kg/15lbs	12"x12"x2" 3.63kg/8lbs	15"x15"x2" per pad 6.8kg/15lbs per pad 20"x20"x2" per pad 12.25kg/27lbs per pad		
PSI	3,000	3,000	3,000 per pad		3,000 per pad		
Product Photo			<p>Please note: The working load is published in this document for our "Yellow Legacy Dura Crib" products as they did not have a label affixed to the original product. If you, or your customer are still using yellow Dura Crib products and would like tags for the products, please contact us via orders@turtleplastics.com or phone at 1-800-756-6635. We no longer manufacture any Dura Crib blocks, pads or step chocks in the yellow material.</p> 				
Capacity	Medium Duty	Light Duty					
Mfg. Part #	PSP24	PSP18					
Product Name	Single Prime/Super Crib Pad	Single Hybrid Crib Pad					
Working Load (KG/LBS)							
Dimensions/Weight	24"x6"x1" 2.72kg/5lbs	18"x4"x1" 1.36kg/3lbs					
PSI	3,000	3,000					
Product Photo							
Capacity	Light Duty	Light Duty	Light Duty	Light Duty	Light Duty		
Mfg. Part #	24-12Y Crib	44PL-18Y and 44LL-18Y	24-18-Y and 44-18-Y	18Y, 28Y, 38Y	675C-24-Y		
Product Name	Crib Pyramid Profile	Pyramid Crib/Hybrid Crib- Yellow and Lincoln Log-Yellow	Pyramid Crib Yellow	Lock Block/Blox	Super Crib - Yellow		
Working Load (KG/LBS)	9,600/21,164	12,100/26,676	14,300/31,526	18,100/39,903	29,400/64,815		
Dimensions/Weight	2"x4"x12" .68kg/1.5lbs	4"x4"x18" 2.72kg/6lbs	2"x4"x18" 2.27kg/5lbs 4"x4"x18" 3.17kg/7lbs	9"x9"x1" = 1.36kg/3lbs 9"x9"x2" = 2.27kg/5lbs 9"x9"x3" = 3.18kg/7lbs	6"x7"x24"		
PSI	511	435	511	511	700		

TERMS & CONDITIONS/WARRANTIES as of APRIL 1, 2024

1. Orders
2. Prices
3. Taxes
4. Payment
5. Delivery and Title
6. Acceptance / Returns
7. Shortages/Discrepancies
8. Limited Warranties
9. Limited Liability of CRI
10. Use and Selection of Products
11. Custom Products
12. Force Majeure
13. Technical Assistance or Advice
14. No Offset
15. Intellectual Property
16. General

In Turtle Plastics Policies, these terms and conditions govern the sale of Products ("Product" or "Products") by Cleveland Reclaim Industries dba Turtle Plastics ("CRI") ("Seller"). In Turtle Plastics Policies, these terms and conditions ("Agreement") take precedence over Buyer's supplemental or conflicting terms and conditions to which notice of objection is hereby given. Shipment of any products by Seller will be on these terms and conditions and no modification shall be effected by the acknowledgment or acceptance of any purchase order forms containing different terms and conditions from those set forth herein.

- 1. Orders:** All orders placed by Buyer are subject to acceptance by Seller. Orders may not be cancelled or rescheduled without Seller's written consent. All orders must identify the products, unit quantities, part numbers, applicable prices and requested delivery dates of the Products being purchased. All orders will be received by emailing your purchase order to orders@turtleplastics.com.
- 2. Prices:** The prices of the Products are specified on the front of the invoice. All prices and payments are based on U.S. dollars. Pricing for undelivered Products may be increased in the event of an increase in Seller's cost, change in market conditions or any other causes beyond the Seller's reasonable control. Price quotations shall automatically expire in thirty (30) calendar days from the date issued, or as otherwise stated in the quotation.
- 3. Taxes:** Unless otherwise agreed to in writing by Seller, all prices quoted are exclusive of transportation and insurance costs, duties, and all taxes including federal, state and local sales, excise and value added, goods and services taxes, and any other taxes. Buyer agrees to indemnify and hold Seller harmless for any liability for tax in connection with the sale, as well as the collection or withholding thereof, including penalties and interest thereon. When applicable, transportation and taxes shall appear as separate items on Seller's invoice.
- 4. Payment:** Payment may be made by check, money order, credit card, or wire transfer (all fees related to the foregoing to be paid by Buyer). Where Seller has extended credit to Buyer on a pre-approved basis, the terms of payment shall be net thirty (30) calendar days from date of invoice, without offset or deduction. On any past-due invoice, Seller may impose an interest charge at the rate of one and a half percent (1.5%) per month. If Buyer fails to make any payment when it is due, or if Seller has any reason to doubt Buyer's financial solvency, Seller may change or withdraw credit and suspend or cancel performance under any or all purchase orders or agreements in which Seller has extended credit to Buyer. In the event of default by Buyer, Seller shall be entitled to costs, fees, and expenses, including but not limited to, recovery of attorneys' fees, court costs and fees, and collections costs.
- 5. Delivery and Title:** Title and risk of loss pass to the Buyer upon delivery of the Product to the carrier. Methods and routing of shipment are at Seller's discretion unless Buyer supplies explicit instructions. Seller's delivery dates are estimates only and Seller is not liable for delays in delivery or for failure to perform due to causes beyond the reasonable control of the Seller, nor shall the carrier be deemed an agent of the Seller. A delayed delivery of any part of a purchase order does not entitle Buyer to cancel other deliveries.

- 6. Acceptance /Returns:** All returns and exchanges of Products must be new, unused and contain all original packaging and other materials or accessories and be accompanied by a Return Goods Authorization (RGA). An RGA may be obtained from Seller by phoning Seller at any time within 90 calendar days of Buyer's receipt of shipment. Regardless of when the RGA is issued, all returns must be completed within 14 days of the issuance of the RGA. All returns (other than those referenced in Section 7 below) will be subject to a restocking charge equivalent to 15% of the invoiced amount. Buyer must also pay all freight charges associated with shipping the Product back to Seller. Upon arrival at Seller's facility, returned Products will be verified and Buyer will be notified of any discrepancies. If the returned Products are in a new and unused condition such Products contain all original packaging and other materials and accessories, a credit memo will be issued for the invoice amount, less the restocking fee. Any credit applied to the account of a Buyer must be used within one (1) year and any unused credits remaining after this time period will be cancelled. Notwithstanding any of the foregoing, Buyer may not under any circumstances return Custom Products (as defined in Section 11) or Products that have been discontinued by Seller.
- 7. Shortages/Discrepancies:** Any shortages or discrepancies with Buyer's purchase order must be reported to Seller within 10 calendar days of receipt of shipment. If Buyer notifies Seller within such 10-day period, Buyer may return the Products to Seller at no cost to Buyer. Any Product returned by Buyer must be new, unused and contain all original packaging and other materials or accessories and be accompanied by an RGA. An RGA may be obtained from Seller by phoning the appropriate organization. Any returns due to shortages or discrepancies shall not be subject to the restocking fee referenced in Section 6.
- 8. Limited Warranties:**

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. No monetary value will be given for a warranty claim.
 - 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. No monetary value will be given for a warranty claim.
 - 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. No monetary value will be given for a warranty claim.
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 manufacturing 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. DO NOT RENT OR LEASE ANY PRODUCT. DOING SO WILL VOID ANY WARRANTY OR PRODUCT LIABILITY OF THE MANUFACTURER.
12. DO NOT USE PRODUCTS FOR CRIBBING, SHORING, OR STABILIZATION APPLICATIONS IN ANY MEDIUM TO HEAVY-DUTY CRANE EQUIPMENT.
13. THE COMPANY STRONGLY RECOMMENDS THAT GENUINE DURA CRIB PRODUCTS ARE USED DURING CRIBBING APPLICATIONS AND THE USE OR MIXING OF OTHER PRODUCTS OR MATERIALS IN THE CRIB STACK MAY ALTER THE PERFORMANCE OF THE COMPANY'S PRODUCTS, CAUSE SERIOUS INJURY TO THE USER, DAMAGE TO THE EQUIPMENT AND 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 Product that breaks for any reason other than abuse or damage due to misapplication or improper installation. No monetary value will be given for a warranty claim.
 - b. For fifty (50) years from the date of the original purchase at retail, Company will provide a replacement DS, DBL OR UHMW Product that becomes defective because of rot, termite infestation or corrosion. No monetary value will be given for a warranty claim.
 - c. Included are warranty provisions 2-13 above. No monetary value will be given for a warranty claim.
- 2) THE LIMITED WARRANTY PROVIDED FOR HEREIN WILL BE CANCELED SHOULD THE ORIGINAL PURCHASER USE DS OR DBL PRODUCTS IN ANY BOX CRIBBING APPLICATION OR STACKING CONFIGURATION.
- 3) THE LIMITED WARRANTY PROVIDED FOR HEREIN WILL BE CANCELED SHOULD THE ORIGINAL PURCHASER RENT OR LEASE DS OR DBL PRODUCTS TO ANOTHER 3RD PARTY.
THE LIMITED WARRANTY PROVIDED FOR HEREIN WILL BE CANCELED SHOULD THE ORIGINAL PURCHASER USE DS OR DBL IN ANY CRANE APPLICATION.
- 4) THE LIMITED WARRANTY PROVIDED FOR HEREIN WILL BE CANCELED SHOULD THE ORIGINAL PURCHASER USE UHMW PRODUCTS FOR CRIBBING, SHORING, OR STABILIZATION APPLICATIONS IN ANY MEDIUM TO HEAVY-DUTY CRANE EQUIPMENT.

TURTLE TILE® AND TURTLE RAMP PRODUCTS

- 1) Cleveland Reclaim Industries Inc. dba Turtle Plastics (hereinafter "Company") warrants to the original purchaser at retail of its Published Products (hereinafter "Product"):
 - a. ½" and ¾" Turtle Tile - 1212 (black and color)
 - b. ¾" 3T Turtle Tile – 12123T (black)
 - c. ¾" Super Soft Turtle Tile - 1212SS (black and color)
 - d. ¾" Ultra Soft Turtle Tile - 1212US (black)
 - e. ¾" Solid Surface Turtle Tile - 1212S (black and color)
 - f. ¾" Solid Super Soft Turtle Tile - 1212-S-SS (black and color)
 - g. Ramps - AM/AF – all sizes (black and color, non-grit)
- 2) The materials and workmanship used in the construction of the Turtle Tile products above are backed by a five (5) year warranty under normal workplace conditions. Turtle Tile that has the grit coating is not warrantied; all other Turtle Tile products not listed above (i.e., ezMat, Personal Comfort Stations and other custom built, custom welded tile products) carry a one (1) year warranty from date of purchase. Products provided as samples or at no charge are not considered warrantied and may not be returned for any cash value or replacement.

- 3) TO OBTAIN PERFORMANCE UNDER THIS WARRANTY, the original purchaser at retail must call the Turtle Plastics corporate office listed above to obtain 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 purchase at retail may obtain from Company. Upon receiving the broken or defective Product, the 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. The company reserves the right to challenge any warranty claim for failures resulting from obvious abuse or damage due to misapplication or improper installation.
- 4) 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.
- 5) 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. THE COMPANY SHALL IN NO EVENT BE LIABLE FOR ANY BREACH OF WARRANTY IN AN AMOUNT EXCEEDING THE PURCHASE PRICE OF ANY PRODUCT.
- 6) THE 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. Limited Liability of CRI: CRI and its authorized agents, distributors and representatives do not guarantee the performance of any CRI product in the customer's use from anything other than defects in workmanship and material as provided for herein. Proper use by the customer is necessary for the effectiveness of the product, as well as the safety of those using same. The user is solely responsible for determining the suitability of any CRI product for any intended use. The user assumes all risk and liability for use of any CRI product. User specifically acknowledges receipt of proper instructions regarding the use of the product in the original packaging and disclaims any consequential damages to person or property, damages for loss of use, lost time, loss of profit, lost income, loss of the CRI's product itself and/or other incidental or consequential damages other than as warranted by this limited warranty. User accepts the responsibility of removing from service any product that becomes worn out, unusable, unfit for intended use or defective in any way such as to make the product a potential safety hazard. CRI is unable to undertake such obligations or responsibilities on behalf of the user as the user is in sole possession and control of the product.

10. Use and Selection of Products: Seller and its authorized agents, distributors and representatives do not guarantee the performance of any Product in the Buyer's use as the manufacturer is unable to assure proper use by Buyer. Proper use and installation by Buyer are necessary for the effectiveness of the Product, as well as the safety of those using the Products. The buyer is solely responsible for determining the suitability of any Product for its intended use and assumes all risk and liability for use of any Product. Buyer accepts the responsibility of understanding how to use Products correctly based on their industry standards and for removing from service any Product that becomes worn out, unusable, unfit for intended use or defective in any way such as to make the Product a potential safety hazard. Seller is unable to undertake such obligations or responsibilities on behalf of Buyer as Buyer is in sole possession and control of the Product.

11. Custom Products: Buyer may order custom products ("Custom Product(s)") created to customer's specifications. Seller is not responsible for verifying or confirming the accuracy of specifications provided by Buyer to Seller for Custom Products. SELLER'S LIMITED WARRANTY TERMS INCLUDED IN THESE TERMS AND CONDITIONS DO NOT APPLY TO CUSTOM PRODUCTS. THE PRODUCT WARRANTY PROVIDED BY THE MANUFACTURER AND/OR SUPPLIER WILL BE BUYER'S SOLE REMEDY. All Custom Products are sold on a "FINAL SALE" basis only, and no cancellations, returns, refunds or credits are allowed.

12. Force Majeure: Seller is not liable for failure to fulfill its obligations for any accepted purchase order or for delays in delivery due to causes beyond Seller's reasonable control including, but not limited to, acts of God, natural or artificial disaster, riot, war, strike, delay by carrier, acts or omissions of other parties, acts or omissions of civil or military authority, Government priorities, changes in law, material shortages, fire, strikes, floods, epidemics, quarantine restrictions, acts of terrorism, delays in transportation or inability to obtain labor, materials or Products through its regular sources. If a force majeure event occurs, Seller's time for performance shall be extended for a period equal to the time lost as a consequence of the force majeure event without subjecting Seller to any liability or penalty. Seller may, at its option, cancel the remaining performance, without any liability or penalty, by giving notice of such cancellation to the Buyer.

- 13. Technical Assistance or Advice:** If technical assistance or advice are offered or given to Buyer, such assistance or advice is given free of charge and only as an accommodation to Buyer. Seller shall not be held liable for the content or Buyer's use of such technical assistance or advice, nor shall any statement made by any of Seller's representatives in connection with the Products constitute a representation or warranty, express or implied.
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- 15. Intellectual Property:** Buyer shall have no right, title, or interest in the trade names, trademarks, trade dress, copyrights, patents, domain names, product names, catalogs or any other intellectual property rights of Seller, or any trademarks or service marks owned by suppliers to Seller. All materials contained on any website operated by Seller are subject to the ownership rights of Seller and its suppliers. Buyer shall have no right to copy or use any of the intellectual property of Seller or its suppliers without Seller's permission.
- 16. General:** (a) The laws of the State of Ohio will exclusively govern any dispute between Seller and Buyer and any disputes arising here under will be venued in the State of Ohio; (b) Buyer may not assign this Agreement without the prior written consent of Seller. Seller or its affiliates may perform the obligations under this Agreement. This Agreement is binding on successors and assigns, (c) Products, including software or other intellectual property, are subject to any applicable rights of third parties, such as patents, copyrights and/or user licenses. (d) The relationship between Buyer and Seller shall be that of an independent contractor. If any of the provisions contained herein are deemed illegal or unenforceable, such determinations shall not affect the validity of the remaining terms and conditions and the remaining terms will continue in force and effect to the fullest extent permitted under applicable law. (e) Seller reserves the right to correct all typographical, computation or other errors in quotations. All inquiries may be sent to Turtle Plastics, 7400 Industrial Parkway Drive, Lorain, OH 44053.

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