

Witt Industries Outdoor Products Warranty

All Witt Industries manufactured Outdoor metal products are warranted against defect in materials and/or workmanship that are in accordance with our published specifications. Witt industries Outdoor metal products have the following manufacturer's warranty:

- A Limited One (1) Year Warranty against structural failure of all complete metal bench assemblies, Outdoor metal waste receptacles, Outdoor metal recycling receptacles and Outdoor metal planters.
- A Limited One (1) Year warranty against failure of all TGIC Polyester coated product surfaces.
- A limited One (1) year warranty on any items not covered above.

The above warranties commence on the date of invoice issued from Witt Industries. Should any failure occur within the warranty period, Witt Industries, shall, upon written notification and accompanying pictures, correct the part or parts, by either repairing the defective part or parts, or by supplying a new part or parts. Witt Industries shall, at its own expense, deliver repaired parts or new parts. Witt Industries will not be responsible for providing labor or incurring the cost of labor to remove the defective part or parts. Replacement or new parts will be covered for only the balance of original warranty period. This warranty only provides for replacement parts or replacement units as seen fit by Witt Industries.

Witt Industries will not be responsible for installation of any repaired or replacement part or parts. Witt Industries will not be held responsible for costs incurred in labor to remove, install, or replace the alleged defective product. In addition Witt Industries will not be held liable for any damage or injury as a result of product that is not permanently anchored in place or not anchored properly.

This warranty is only valid if the product or products have been properly maintained and inspected annually. Witt Industries warranty does not cover any defects, failures or damage resulting from damage or loss in transit as indicated by the bill of lading, damage or loss caused by neglect, vandalism, negligence, accidents, abuse, improper maintenance, lack of maintenance, improper use, improper installation, damage or loss of parts supplied by other manufacturers or other Acts of God. This warranty will be invalid if the product or products have been modified, altered, or repaired by anyone other than Witt Industries personnel, its authorized representative, or others designated by Witt Industries to alter, modify or repair the product or products. Witt Outdoor products come with leveling feet and anchoring. This paint warranty will be invalid if evidence of leveling feet are not used, or if the anchoring of the product is not complete.

If the product is used in or near chlorine applications, salt water environment or other harsh environments (i.e. near a pool, a beach or coastal environment, etc.) the buyer is responsible for disclosing this information during the order process. Failure to inform Witt Industries of this environment can and will void the warranty. All claims made under the terms of this warranty must be received in writing along with a copy of the original invoice. Claims must be sent to Witt Industries, 4600 N. Mason-Montgomery Road, Mason, Ohio, 45040

This warranty is exclusive and is in lieu of all other warranties, whether expressed or implied, including, but not limited to, any warranty of merchantability or fitness. In addition, no other warranty, oral, written, or implied, may be substituted for the warranty stated above. 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 written warranty. To the extent permitted by law, Witt Industries shall not be liable for any incidental or consequential damages.

This warranty is effective January 1, 2020 and supersedes any previous warranty.