

Our team at TPG PLASTICS LLC proudly stands behind our products. We strive to produce high-quality products, and therefore, we offer warranties on ALL of our products.

TPG PLASTICS LLC warrants to you that for a period of one (1) year from the date of purchase of the Unit as evidenced by a dated, non-faded, legible original purchase receipt ("Warranty Period"), that under normal use and service, such Unit will materially conform to the specifications set forth in this Assembly Guide and will be free from material defects in material and workmanship. Without limiting the foregoing, Unit defects or damage caused or arising in whole or in part by or from (i) improper, incorrect, or inappropriate handling, assembly, storage, maintenance, or use, (ii) neglect, (iii) commercial use, or use other than for household purposes, and (iv) alteration, including without limitation painting or coating are excluded from this limited warranty. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN THIS PARAGRAPH, TPG PLASTICS LLC MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE UNIT, INCLUDING ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. IN THE EVENT WARRANTIES EXIST AT LAW THAT MAY NOT BE DISCLAIMED, YOU AGREE THAT SUCH WARRANTIES SHALL BE LIMITED IN DURATION TO THE WARRANTY PERIOD. Products manufactured by a third party ("Third Party Product") may constitute, contain, be contained in, incorporated into, attached to or packaged together with, the Unit. Third Party Products are not covered by the TPG PLASTICS LLC limited warranty. For the avoidance of doubt, TPG PLASTICS LLC MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD PARTY PRODUCT, INCLUDING ANY WARRANTY OF MERCHANTABILITY; WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; WARRANTY OF TITLE; OR WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. TPG PLASTICS LLC shall not be liable for a breach of warranty unless: (i) you give written notice of the defect, reasonably described, to TPG PLASTICS LLC within ten (10) days of the time when you discover or ought to have discovered the defect; (ii) TPG PLASTICS LLC is given a reasonable opportunity after receiving the notice to examine such Unit and you (if requested to do so by TPG PLASTICS LLC) return such Unit to TPG PLASTICS LLC at your cost for the examination to take place there; and (iii) TPG PLASTICS LLC reasonably verifies your claim that the Unit is defective. With respect to any such Unit during the Warranty Period, TPG PLASTICS LLC shall, in its sole discretion, either: (i) repair or replace such Unit (or the defective part) or (ii) credit or refund the price of such Unit at the pro rata rate reflecting applicable depreciation and use provided that, if TPG PLASTICS LLC so requests, you shall, at your expense, return such Unit to TPG PLASTICS LLC. IN NO EVENT SHALL TPG PLASTICS LLC BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO ANY BREACH OF THE TERMS OF THIS ASSEMBLY GUIDE,

WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED IN ADVANCE BY YOU OR COULD HAVE BEEN REASONABLY FORESEEN BY YOU, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL TPG PLASTICS LLC'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO TPG PLASTICS LLC.