

# DIY Rain Barrel Diverter & Parts Kit RBK-0001

## WARNINGS REGARDING POTENTIAL HAZARDS



### Drowning Hazard

To avoid a child or pet drowning, always use a sealed barrel or a barrel with a locking lid. If the rain barrel has a lid always securely place and lock the lid to the barrel. Never use a rain barrel without the lid locked. Do not use a rain barrel if the lid is broken, damaged, cracked or warped or if the lid cannot be securely placed on the barrel and locked. Never permit children or pets to play on, in or near a rain barrel. Never place a rain barrel near a deck, porch, stairs, chairs or other obstacles that could be used by children or pets to climb above, onto or into the rain barrel. Never place a rain barrel in a location that would allow a person or pet to fall from an elevated surface onto or into the rain barrel from above (e.g. a location such as a deck or home built atop stilts or pylons).

A rain barrel is not a toy. Do not leave children unattended near the rain barrel.



### Electrocution Hazard

If downspouts contain heating cables or other electrical conduits, serious injury, death or property damage could occur if precautions are not taken during installation to prevent electrocution or fire. Do not cut downspouts without first inspecting to ensure there are no cables or conduits present.



### Tilting/Tipping Hazard

If not properly placed, a rain barrel could tilt resulting in problems with the automatic overflow protection and the pooling of water, which may result in property damage or the creation of an ideal area for a mosquito breeding ground, PLEASE SEE INFESTATION WARNING. Improper placement of a rain barrel could also result in its tipping over causing injury or death to people or pets, damage to property or damage to the rain barrel itself. Never place a rain barrel on a surface that is not solid and level.

An empty rain barrel weighs significantly less than a rain barrel containing water. Do not attempt to move a rain barrel that contains water. Avoid shifting or movement during windy conditions or through incidental contact with the rain barrel during seasonal use. Allow some water to remain in the rain barrel to help stabilize it, except when winterizing the barrel as described in the step 12 of the instructions.



### Installation Hazard

Injury could occur during the installation process when handling sharp edges on the downspouts or cutting holes in the downspout for the FlexiFit diverter or drain hose. To avoid injury, always wear proper gloves to help protect against cuts or scratches and safety glasses to avoid injury to the eyes.

To avoid damage to your home's siding, insert a protective shield (such as plywood sheeting) between the downspout and the siding to help protect against damage caused by improper installation.

Damage to the downspout could occur through improper hole placement, resulting in the need to replace the downspout. Please read the installation instructions carefully before drilling holes in the downspout. When measuring the downspout for hole placement, be sure to take into account any additional height requirement resulting from placing the rain barrel on an elevated, solid and level base.



### Contamination Hazard

Never allow people or animals to drink water from a rain barrel. Never use the water from a rain barrel for cooking, bathing, washing laundry or cleaning dishes and eating utensils or in any other manner that may result in ingestion of contaminated water. Water in a rain barrel could become stagnant or contaminated with bacteria, microscopic parasites, viruses or other organic or inorganic compounds. Drinking stagnant or contaminated water may result in serious illness or death. Examples of diseases caused by drinking contaminated water include Cholera, Typhoid, Dysentery, Gastroenteritis, Hepatitis, Cryptosporidiosis and Giardiasis. For more information about these diseases, their symptoms or treatments, please consult a medical professional or contact the Center for Disease Control and Prevention, the World Health Organization, or the Office of Global Health.

In the event of accidental consumption of contaminated water, seek IMMEDIATE MEDICAL ATTENTION.



### Infestation Hazard

Improper installation of a rain barrel, using a rain barrel without its lid, failing to properly place and secure the lid, using a rain barrel that is cracked or damaged and failing to regularly clean gutters/downspouts and the diverter may result in mosquito larvae and other infestation. Mosquitos and other insects are capable of transmitting disease. Water is necessary for mosquito and other insect development, and containers of all types that hold water, including a rain barrel, can potentially serve as habitat for mosquitos and other insects. Following the directions for proper placement and using a rain barrel as described in these instructions is essential to reduce the risk of creating habitats for mosquitos and other insects.

Some of the diseases transmitted by mosquitos and other insects include West Nile Virus, various strains of encephalitis such as Eastern Equine Encephalitis, St. Louis Encephalitis, Western Equine Encephalitis, La Crosse Encephalitis, Japanese Encephalitis, Venezuelan Equine Encephalitis and other diseases such as Canine Heart Worm, Yellow Fever, Malaria, Chikungunya Fever, Semliki Forest Virus, Barmah Forest Virus, Ross River Virus, Sindbis Virus and Dengue Fever. For more information about mosquito and other insect transmitted diseases in your area, symptoms or treatments, please consult a medical professional or contact the Center for Disease Control and Prevention, the World Health Organization, or the Office of Global Health.

## Warranty

Limited Warranty (effective for purchases after February 1, 2010)  
Statement of Warranty:

EarthMinded LLC warrants only to the original purchaser for a period of six (6) months from the date of purchase from EarthMinded LLC or an authorized distributor (the "Warranty Period") that the DIY Rain Barrel Diverter & Parts Kit (the "Product") will be free from defects in materials and workmanship. EarthMinded supplies only the parts and fittings to be added to a barrel you supply. Therefore, we take no responsibility for losses, damages or injury caused by failure of the barrel, or improper installation of the parts. If the Product fails to conform to the Warranty and you desire to make a Warranty claim you must, within the Warranty Period, contact EarthMinded LLC at:

EarthMinded LLC  
366 Greif Parkway  
Delaware, OH 43015  
Attention: Customer Service

or EarthMinded LLC Customer Service  
1-877-264-0305

with a description of the problem with the Product. Proof of purchase (purchase receipt) must also be provided. EarthMinded LLC will then give you a "Return Number." You must then return the Product to EarthMinded LLC at the above address at your expense and post the "Return Number" on the outside and inside of the container in which you return the Product. No returned Product will be accepted by EarthMinded LLC without this number. Proof of purchase (purchase receipt) must accompany the Product. EarthMinded LLC may require you to submit additional information. Within a reasonable time after receipt of the Product, EarthMinded LLC will determine whether the Product failed to conform to the Warranty and, if so, will, at its expense, repair or replace that portion of the Product that failed to conform to the Warranty or refund the purchase price of the Product. Repair, replacement or refund is at the discretion of EarthMinded LLC and is your SOLE AND EXCLUSIVE REMEDY FOR FAILURE OF ANY PART OF THE PRODUCT TO CONFORM TO THE WARRANTY. Repair or replacement of any part of the Product that failed to conform to the Warranty does not extend the Warranty Period. There is no informal dispute settlement mechanism available under the Warranty.

To the extent permitted by law, THE WARRANTY IS EXCLUSIVE, IN LIEU OF AND EXCLUDES ALL EXPRESS WARRANTIES, GUARANTEES AND INDEMNITIES, AND ANY IMPLIED WARRANTIES IMPOSED BY LAW ARE LIMITED IN TIME TO THE DURATION OF THE WARRANTY. EXCEPT FOR THE FOREGOING, EARTHMINDED LLC EXCLUDES AND DISCLAIMS ALL OTHER IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Some states do not allow limitations on how long an implied warranty lasts so the above limitation may not apply to you.

To the extent permitted by law, EARTHMINDED LLC'S LIABILITY IS LIMITED SOLELY AND EXCLUSIVELY TO REPAIR, REPLACEMENT OR REFUND AS SET FORTH HEREIN AND DOES NOT INCLUDE ANY LIABILITY WHATSOEVER FOR ANY INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY KIND WHATSOEVER, WHETHER A CLAIM IS BASED UPON A THEORY OF CONTRACT, NEGLIGENCE OR TORT. EarthMinded LLC undertakes no responsibility for the quality of the Product except as otherwise provided in the Warranty. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. No employee, agent or other person is authorized by EarthMinded LLC to assume for EarthMinded LLC any liability in addition to that set forth herein. The Warranty does not extend to the following:

1. Defects due directly or indirectly to improper installation, misuse, abuse, negligence, accidents, repairs made by others, alterations or lack of proper maintenance.
2. Damage or injury to a building or to property from attaching a rain barrel to the exterior of the building, including but not limited to gutters or downspouts.
3. Damage, injury or death due to improper placement of a rain barrel.
4. Damage, injury or death due to improper installation or usage of a rain barrel.
5. Damage, injury or death due to a rain barrel tilting or tipping over.
6. Sickness, disease or death resulting from livestock, pets and humans consuming the water collected or using the water for cooking, bathing, washing laundry or cleaning dishes and eating utensils.
7. Disease or death of trees, bushes, plants, gardens or crops.
8. Injury, death or property damage resulting from using the hole saw when modifying the downspout.
9. Injury or death resulting from improperly handling sharp edges caused while modifying the gutters/downspouts.
10. Injury, death or property damage from using any of the tools required for assembly of a rain barrel.
11. Injury or death resulting from the performance of maintenance for the gutters, downspouts or the rain barrel.

Miscellaneous: EarthMinded LLC reserves the right to change specifications at any time to improve the quality of our products. The Warranty gives you specific legal rights, and you may also have other rights that vary from State to State.