

## RUBBERMAID COMMERCIAL PRODUCTS 10 YEAR LIMITED WARRANTY FOR BRUTE® PRODUCTS

**Warranty Effective Date:** This limited warranty applies to end user purchases on or after August 1, 2023.

### What does this Limited Warranty cover?

Rubbermaid Commercial Products, LLC ("RCP") warrants BRUTE® branded items to be free from defects in material and manufacturing workmanship. This warranty applies only to products purchased and used by End Users in the United States of America and Canada.

### How long does the coverage last?

The limited warranty lasts 10 years from the date of delivery to the original End User purchaser.

### What will Rubbermaid Commercial Products do?

If a product or product component is found to be defective when used as intended under normal conditions within the specified warranty period, RCP will provide, at RCP's option, a replacement product or component, repair of the product or component, or a refund for the product or component if available for purchase. If providing a refund, RCP will refund the pro-rated portion of the purchase or current retail price of the product or current retail price of the defective component on a straight-line depreciated basis of 10% per year. For example, if the product has been owned for 7 years, RCP will refund 30% of the original purchase price.

### What does this warranty not cover?

This warranty does not apply to non-durable product components that are subject to normal wearing, such as wheels and casters. The warranty applies only to the original purchaser/owner and is not transferrable (except where prohibited by local law, which may include the Province of Québec). All failures or defects must be reported within the warranty period. Any use of the product for purposes other than its intended use will void this limited warranty. This warranty does not apply to damage or defect resulting from the end users' failure to maintain the product in accordance with the instructions.

This warranty does not apply to product that has been damaged as a result of normal wear and tear, insects, animals or rodents, use of force, incorrect handling, inappropriate use, abuse, neglect, accidents, impact from foreign objects, vandalism, pollutants, set-up on an un-level foundation, alteration, painting, fading, assembly not in accordance with the User's Manual, or damage caused as a result of storage above the capacity limits of the Product, improper maintenance, accident, or other misuse. This warranty does not apply to product that has been damaged as a result of acts of God, including, but not limited to: wind, hail, storm, tornado, hurricane, heavy snow, ice, blizzard, flood, or fire effects. This warranty does not apply to product that has been damaged as a result of structural parts and components not supplied by RCP being used. This warranty does not apply to "Normal Weathering". "Normal Weathering" is defined as exposure to sunlight and extremes of weather and atmosphere which will cause any colored surface to gradually fade, wear, chalk, or accumulate dirt or stains.

Do NOT attempt to repair or modify the items to remedy any damage or defect covered by this warranty. RCP reserves all rights to decline coverage if the defect or damage was caused by unauthorized attempts to repair or modify the item. RCP expressly excludes from this warranty and denies liability for defects or damage caused by repair or modification.

### How to get service?

Submit your request by using the contact us tool at [www.rubbermaidcommercial.com/contact-us/](http://www.rubbermaidcommercial.com/contact-us/) or by calling customer service toll free at (800) 347-9800 Monday – Friday, 8:00 a.m. – 5:00 p.m. Eastern.

### What to Submit for Warranty Claim?

Upon RCP's request, must provide proof of purchase (either a bill of sale, receipted invoice, or other proof that the product is within the warranty period) and proof of delivery date if different than date of purchase, and photographic proof of product defect, and if requested by RCP return the defective product to RCP (postage

provided by RCP) to inspect the product or to aid in quality control efforts.

THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ANY OTHER WARRANTY, WRITTEN OR ORAL, INCLUDING BUT NOT LIMITED TO ANY EXPRESS WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE DURATION OF ANY IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IS EXPRESSLY LIMITED TO THIS WARRANTY PERIOD.

THE PURCHASER'S EXCLUSIVE REMEDY FOR BREACH OF THIS WARRANTY OR OF ANY IMPLIED WARRANTY OR OF ANY OTHER OBLIGATION ARISING BY OPERATION OF LAW OR OTHERWISE SHALL BE LIMITED AS SPECIFIED HEREIN TO REPLACEMENT OF THE PRODUCT OR REFUND. IN ANY EVENT, RESPONSIBILITY FOR SPECIAL, INCIDENTAL AND CONSEQUENTIAL DAMAGES IS EXPRESSLY EXCLUDED. RCP SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES WHATSOEVER.

Legal rights vary from state to state, and some states do not allow limitations on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages; therefore, the above limitations or exclusions may not apply to you if precluded by local law.

This warranty gives you specific legal rights, and you may have other rights that vary from state to state or province. If you believe your product carries a warranty not described above, please contact our Consumer Care Department for additional information at [www.rubbermaidcommercial.com/contact-us/](http://www.rubbermaidcommercial.com/contact-us/).

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