

## **Warranty Information**

When your ICE BARREL is delivered, it has already been tested and inspected according to our quality standards. However, on the off chance that something isn't quite right when your Ice Barrel arrives like a broken valve or a manufacturing defect, we offer a **limited lifetime warranty** to cover these kinds of issues. For Ice Barrels or accessories damaged in shipping, please contact our customer service team with photos and information at <a href="mailto:info@icebarrel.com">info@icebarrel.com</a>. A team member will review and offer a credit or replacement based on the extent of the damage.

We guarantee that your Ice Barrel will not crack and will remain free from material defects so long as the barrel is used for its intended purposes and is subject to reasonable maintenance. The warranty does not cover cosmetic issues (i.e. fading, scratches, etc.) resulting from normal wear or dirt, water retention, internal/external surface contamination from exposure to environmental conditions, and inclement weather, including but not limited to storms, tornados, hurricanes, hail, sleet, ice, moisture, rain, flooding, snow, sun, and wind.

If your product is covered by this warranty, we will repair or replace your product with a new one free of charge (excluding any applicable shipping and handling charges). If your product has been discontinued, you'll receive a replacement of equal or lesser value.

Please note that Ice Barrel is made from LLDPE (Low Linear Density Polyethylene), this will fade over time if left in direct sunlight. We do our best to combat fading with our UV formula and protective cover. There's no warranty against fading, as some of the

materials we use may form natural signs of aging with use. If this is the case for you, please contact us at <a href="mailto:info@icebarrel.com">info@icebarrel.com</a> and we will still figure out a way to help.

This warranty does not cover damage resulting from or caused by improper installation, relocation, accident, misuse, abuse, unauthorized modification, or failure to provide reasonable and necessary maintenance. This warranty does not also cover damage caused by proper or improper use of our products to any surrounding surfaces, structures, or furnishings. This includes, but is not limited to, discoloration or damage to a patio or deck surface, furniture, house, or any other structure. Ewing Acquisitions LLC DBA Ice Barrel is held harmless for any injury or death caused by the misuse of this product.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NO ORAL AGREEMENT, GUARANTEE, PROMISE, REPRESENTATION, OR WARRANTY SHALL BE BINDING. IN NO EVENT WILL EWING ACQUISITIONS LLC BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES EVEN IF EWING ACQUISITIONS LLC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF EWING ACQUISITIONS LLC HAS KNOWLEDGE THAT FAILURE TO PERFORM COULD CAUSE CONSEQUENTIAL ECONOMIC LOSSES. IN ANY EVENT, CUMULATIVE DAMAGES FOR BREACH OF THIS WARRANTY WILL BE LIMITED TO THE AMOUNT ACTUALLY PAID TO EWING ACQUISITIONS LLC FOR THE PRODUCT. THIS PARAGRAPH SHALL APPLY TO ALL ACTIONS RELATED TO THE PRODUCT. WHETHER BASED ON TORT, CONTRACT, OR OTHER THEORIES.

The warranty covers the original consumer purchaser only and covers non-commercial use of Ice Barrel. Ice Barrel is intended for personal non-commercial purposes. If the product is to be used for any commercial purpose or for the benefit of any third party, express prior written consent of Ewing Acquisitions LLC must be obtained.