# Pet Pro Supply Co. – Poly Pet Tubs 10 Year Warranty Terms & Conditions

Poly Pet Tubs warrants our tubs to be free from defects in materials and workmanship for a period of ten years. Blemishes, or cosmetic changes to surfaces such as fading, weathering, or scratching occurring over time, are not defects. Included accessories such as faucets and sprayers are covered under their own manufacturers' warranties (usually one year). Contact Poly Pet Tubs if assistance is needed.

#### First 3 years

Onsite Repair will be provided within the contiguous U.S. at no cost to customer for a covered claim that requires a technician to repair. For defects that involve parts that can be replaced, parts will be shipped to customer for installation at no charge.

### Next 2 years

Tubs within the contiguous U.S. can be shipped at no cost to customer to our designated facility for covered claims with prior approval. Our preferred freight carrier and shipping account must be used unless we approve another carrier.

## Final 5 years

Tubs can be shipped to our designated facility for repair with prior approval for covered claims. Customer is responsible only for freight and any other shipping-related costs to and from our facility.

### 10 Year Warranty - Additional Details

Poly Pet Tubs may, at its election, choose to replace a defective item rather than repair it. A refund or other appropriate adjustment may also be made in lieu of a repair or replacement, with agreement of customer. In no event will Poly Pet Tubs be liable for an amount in excess of the purchase price of the tub at the time of purchase.

This warranty does not cover defects, damage, or failure caused by a freight carrier, installer, user, or other person, or resulting from, without limitation, any of the following: improper handling or transporting, modification of any type, improper assembly or installation, incorrect operation, lack of proper routine maintenance, the use of improper cleaners or abrasives, acts of God, damage caused by accident, negligence, or improper use or operation, failure to follow instructions, abuse, unauthorized repair, scratches to the finish, discoloration, subjection to excessive heat or corrosive materials, or any application which varies from designed use. Nor does it apply to effects of normal wear and tear. Alteration, customization, or modification of the tub, any accessory, or any other part, voids this warranty.

This warranty extends to the original consumer purchaser of the tub when purchased and originally installed within the boundaries of the Contiguous United States. This warranty begins on the delivery date of the tub. This warranty terminates upon any transfer of ownership, or if the tub is installed or relocated outside the boundaries of the United States or Canada.

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To initiate a claim under this warranty, contact Poly Pet Tubs at (805) 738-8821; or customerservice@polypettubs.com. Poly Pet Tubs must be given written notice of any warranty claim, along with a copy of your original purchase receipt or other proof of purchase indicating the date of purchase, within fifteen (15) days of the time the defect is discovered. Poly Pet Tubs reserves the right to inspect the defect on location, or to receive photographs and descriptions documenting the defect. Poly Pet Tubs or an Authorized Service Agent will repair any defects covered by this warranty. Except as described herein, customer will not be charged for parts, labor, or freight costs (for initial five years) for repairs covered by this warranty. Poly Pet Tubs will not cover any costs associated with making tubs accessible for warranty repair or shipment, packaging materials or other packaging costs, or to reinstall tubs once repairs have been performed. In all cases, a reasonable time must be allowed for commencement and completion of warranty repairs.

Warranty is only applicable to the tub itself and does not cover any accessories.

Tubs sold in Canada or non-contiguous parts of the U.S. are covered by a 10-year warranty, but with no onsite repair and customer is responsible for shipping and any other shipping-related costs to and from our designated facility.

TO THE EXTENT PERMITTED BY LAW, POLY PET TUBS SHALL NOT BE LIABLE FOR LOSS OF USE OF THE PET TUB OR OTHER INCIDENTAL OR CONSEQUENTIAL COSTS, EXPENSES, OR DAMAGES, INCLUDING BUT NOT LIMITED TO THE REMOVAL OR REINSTALLATION OF ANY FIXTURES OR PLUMBING CONNECTIONS OR PARTS, OR ANY COST TO REMOVE OR REINSTALL TUBS, IF NEEDED. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. ANY IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED TO THE DURATION OF THE APPLICABLE WARRANTY STATED ABOVE. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY MAY LAST, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

THIS LIMITED WARRANTY IS THE SOLE WARRANTY FOR YOUR POLY PET TUB, AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. No other company or person has any authority to make any warranties or representations concerning Poly Pet Tubs or the product.

Accordingly, Poly Pet Tubs is not responsible for any such warranties or representations.