

SIMPLIFY RETAIL.

## Safe-Strap Company, LLC Diaper-Depot ® One-Year Warranty

1. EXPRESS WARRANTY. Safe-Strap LLC warrants that at the time of sale each of its Diaper-Depots will meet its standard specifications for the model of Diaper-Depot ordered by Buyer and will be free from defects in material and manufacture. Safe-Strap further warrants that under ordinary use and wear and tear each Diaper-Depot will remain functional for one (1) year starting from the date of manufacture. For purposes of this warranty, the date of manufacture is the last day of the month indicated by the stamp on the Diaper-Depot. This warranty does not cover vandalism, misuse, abuse, unsightly appearance, installation not consistent with instructions or disasters such as flood, fire, or war. THIS IS THE ONLY WARRANTY GIVEN BY SAFE-STRAP AND IS IN PLACE OF ALL OTHERS. Buyer must notify Safe-Strap of any nonconformities within thirty (30) days after the date of discovery and in no event later than thirteen (13) months after the date of manufacture.

2. DISCLAIMER OF IMPLIED OR OTHER WARRANTIES. The warranties contained in Paragraph 1 are the exclusive warranties given by Safe-Strap and supersede any prior, contrary or additional representations, whether oral or written. SAFE-STRAP HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES—WHETHER EXPRESS, IMPLIED, OR STATUTORY—INCLUDING ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PUR-POSE, AND ANY IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. Buyer's Remedies. If a Diaper-Depot fails to conform to the warranties in Paragraph 1 and such nonconformity is not due to misuse or improper maintenance, Buyer shall notify Safe-Strap as provided in paragraph 1 and return the nonconforming Diaper-Depot to Safe-Strap at Buyer's expense. Within a reasonable time, Safe-Strap shall provide Buyer with a replacement Diaper-Depot that will conform to this warranty for the unexpired duration of the warranty period for the original, nonconforming Diaper-Depot. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY OF BUYER FOR ANY BREACH OF WARRANTY. This warranty does not cover or extend to any incidental expenses, including labor, related to inspection or replacement of any nonconforming Diaper-Depots.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES. IN NO EVENT SHALL SAFE-STRAP BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAG-ES—WHETHER RESULTING FROM NONDELIVERY OR FROM THE USE, MISUSE, OR INABILITY TO USE THE PRODUCT OR FROM DEFECTS IN THE PRODUCT OR FROM SAFE-STRAP'S OWN NEGLIGENCE OR OTHER TORT.

The world of retail can be a complicated place. At Safe-Strap<sup>™</sup> we are committed to simplifying it.

