

## Fresh Foam's Foam Cart & Foam Caddy 3 Year Limited Warranty



Envirofoam LLC, DBA Fresh Foam ('Fresh Foam') warrants to the original product or service purchaser (hereinafter 'the Customer') that the Fresh Foam product or service for which the Customer received this warranty was designed, developed and/or fabricated using all due reasonable commercial care and good manufacturing practices. Fresh Foam's product or service shall be free from defects in material and workmanship for three (3) years from date of purchase. Fresh Foam's sole obligation under this warranty is to repair or replace the product, at Fresh Foam's option. Fresh Foam must be notified in writing of any claim under this warranty within 30-days of any claimed lack of conformity of the product or service.

**Warranty Limitations.** This warranty will be considered null and void if the following conditions are not met:

- The Customer must use ONLY those products sold by Fresh Foam for specific use in the Fresh Foam product or service for which the Customer received this warranty.
- The products are being used for a service

### Recommended Use:

- Trash chute: cleaned at last quarterly or four (4) times per warranty year
- Compactor container: cleaned every other week or at least 26 times per warranty year
- Trash room: Misted at least monthly or twelve (12) times per warranty year

The duration of any implied warranty or condition, of merchantability, fitness for a particular purpose, or otherwise, on this product shall be limited to the duration of the express warranty set forth above. In no event shall Fresh Foam be liable for any loss, inconvenience or damage, whether direct, incidental, consequential or otherwise, resulting from breach of any express or implied warranty or condition, of merchantability, fitness for a particular purpose or otherwise with respect to this product, except as set forth herein. Some states or countries do not allow limitation on how long an implied warranty lasts and some do not allow exclusions or limitations of incidental or consequential damages, so the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights, and you may also have other rights, which may vary, from location to location. The original English language version (meaning) of this warranty controls over all translations; Fresh Foam is not responsible for any errors in translation of this warranty and/or any product instructions. This warranty is not intended to confer any additional legal, jurisdictional or warranty rights to you other than those set forth herein or required by law. If any portion of this warranty is held to be invalid or unenforceable for any reason, such finding will not invalidate any other provision.

**Warranty Service Options.** For service under this warranty you must notify Fresh Foam in writing to obtain a Returned Material Authorization Number (RMAN). When requesting your written RMAN, you must specify in writing the product or service in question by part number, applicable purchase order number and/or the original receipt. You may contact Fresh Foam as follows:

Envirofoam LLC, DBA Fresh Foam  
PO Box 103  
Barrington, NJ 08007

Phone: (844-487-3626)  
Email: [info@getfreshfoam.com](mailto:info@getfreshfoam.com)

**Warranty Exclusions.** Representatives and brokers of Fresh Foam products or services are not authorized to modify this warranty in any way. It is the Customer's responsibility to regularly examine the product to determine the need for normal service or replacement. This warranty does not cover the following:

- Products that have been modified, neglected or poorly maintained, misused, abused or involved in accidents or natural disasters.
- Batteries
- Damage occurring during shipment of the product (such claims must be presented directly to the freight forwarder or shipping company).
- Damage to the product resulting from improper maintenance or repair, the use or installation of parts and/or accessories that are not compatible with the original intended use of the product, or the failure to follow the product warnings and usage instructions.
- Damage or deterioration to the surface finish, aesthetics or appearance of the product.
- Normal wear and tear to the product.
- Products used by service companies or management companies offering a similar service.
- Or, any products for which the Customer does not follow the warranty procedures outlined above.