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# 1 YEAR LIMITED WARRANTY

## TRINITY 4-Tier NSF Wire Shelving Rack w/ Liners Model # TBFZ-0943 / TBFPBR-0943 / TBFPBK-0943

Trinity International Industries (“Trinity”) warrants to the original consumer purchaser (“Purchaser”) of the TRINITY 4-Tier NSF Wire Shelving Rack w/ Liners (“Product”) that each Product shall be free from defects in workmanship and materials for a period of 1 year from the date of original purchase. Trinity’s obligation under this warranty shall be limited to repair or replacement of, or adequate compensation for the Product which shall not be greater than the amount of the purchase price of the Product, at the option of Trinity, during the warranty period. All replaced parts and Products become the property of Trinity and must be returned to Trinity.

This warranty excludes normal wear and tear of the Product and its parts or components, and damage arising from any of the following: negligent use or misuse of the Product, use contrary to this User’s Manual, or alteration by any one other than Trinity. The warranty period of 1 year shall not be extended or renewed by the repair or replacement of, or compensation for, the Product. Any warranty implied by applicable law is limited in duration to one year from the date of purchase and is subject to the same conditions and limitations as is provided for our express warranty.

Except as set forth herein, and to the extent of applicable there are no warranties on this Product either express or implied, and Trinity disclaims all warranties including, but not limited to, any implied warranties of merchantability, infringement or fitness for a particular purpose. No warranty or guarantee given by any person, firm, or corporation with respect to this product shall be binding on Trinity.

If your Product is defective or otherwise requires service or parts, please call TRINITY Customer Service toll-free at (800) 985-5506, between 5:00 a.m. and 5:00 p.m., PST. Please tell us which model you purchased, the date of the purchase, and the problem with your Product. A copy of your original purchase receipt must accompany your service request.

## LIMITATION OF REMEDIES AND LIABILITY

Trinity (and its employees, officers, members, managers, affiliates and assigns) shall not be liable for any incidental, consequential, special, indirect, remote, special or punitive damages for breach of any warranty, express or implied, including, but not limited to, lost profits, lost savings, loss of anticipated benefits and attorneys’ fees, which arise out of the purchase, use or inability to use the Product, whether arising out of contract, negligence, strict tort, product liability, or any other legal theory on which a claim is based. As noted above, to the extent damages are allowed by our express warranty or by applicable law, those damages may not exceed the purchase price paid for the Product. Without limiting the foregoing Purchaser assumes all risk and liability for loss, damage or injury to Purchaser and Purchaser’s property and to others and their property arising out of the use, misuse, or inability to use this Product. This limited warranty shall not extend to anyone other than the original purchaser of this product, is nontransferable and states your exclusive remedy.

Some states do not allow the exclusion or limitation of incidental, consequential, special, or punitive damages, so the above limitation or exclusion may not apply to you. The above warranty gives you specific legal rights, and you may have other rights which vary from state to state.