



Limited Product Warranty

Pinta International, Inc., doing business as New Age Pet and New Age Garden ("Pinta") warrants to the original purchaser ("Purchaser") that, for a period of 10 years (10) from the date of original purchase under normal use and conditions, the products covered by this warranty as delivered within or on the package containing the product, the ecoFLEX® parts of Pinta products using ecoFLEX shall be free of defects in material and/or workmanship and will not splinter, rot or suffer from any encountered atmospheric conditions or infestation by boring insects, fungi or mildew or a condition commonly referred to as dry rot. ecoFLEX is specifically defined as the proprietary wood plastic composite material used by Pinta in the manufacture of said products. If defect occurs within the warranty period, Purchaser will notify Pinta of such defect as soon as defect is observed by Purchaser. Upon confirmation of warranty application and validity, Pinta, at its sole discretion and at its sole option, will provide replacement parts or a replacement product at no cost to the Purchaser. Pinta's sole responsibility will be for replacement of damage or defective parts or product and under no terms will Pinta be responsible for refund or any part or the total purchase price paid by Purchaser.

This warranty does not cover and Pinta is not responsible for any costs incurred or assumed by the Purchaser other than those incurred directly by Pinta for the replacement of the defective/damaged part(s) or replacement of the entire product if that option is elected by Pinta.

This warranty is offered to the original Purchaser only and is not transferable.

The warranty only covers initial defects in materials and workmanship and the covered conditions described above. It does not cover damage from abuse either by the owner or the animal that the product is designed to house, if applicable. The warranty specifically does not cover damage incurred as a result of impact of any kind regardless of whether the impact is accidental or on purpose. If applicable, this warranty specifically excludes damage to the Product caused by the animal that it is intended to house or any other animal caused by the act of chewing or gnawing on any of the parts of the Product. This warranty also excludes failure of any parts of the products that are not made of ecoFLEX. Any parts of the products not made of ecoFLEX are warranted against defect for a period of 1 year.

If the Product is intended for outdoor use, the material used in the Product will fade to a minor degree over time dependent on varying atmospheric conditions beyond the control of Pinta. Therefore, this warranty does not cover fading of any kind.

Pinta does not warrant, under any circumstances, damage incurred due to improper assembly or use of the Product under the following circumstances but not limited to: 1) ground movement under the Product, 2) use beyond the intended purpose. 3) damage caused by selection and use of the improper size, 4.) rejection – refusal to use - by the animal for which the Product is intended for any reason, 5.) acts of God including but not limited to earthquake, hurricane, tornadoes, wind shear, gale force winds, hail & lightning, 6.) staining by any materials that come in contact with the Product, 7.) improper handling by Purchaser or selling retailer, 8.) ordinary wear and tear, 9.) damage caused by the animal for which the structure is intended such as chewing or gnawing, 10.) damage by animals other than the intended occupier of the structure. Also, specifically excluded from this warranty are any products sold as "clearance" or "close out" regardless of whether the product was sold by Pinta or a third party.

This warranty is null and void if the Product has been modified in any way by the Purchaser, agent of the Purchaser, the selling retailer or anyone else other than Pinta.

To make a claim under this limited warranty, the Purchaser shall notify Pinta by any available means of communication and, upon request, shall supply Pinta with confirming evidence of the assumed defect/damage along with proof of purchase. As an option, Purchaser may register this warranty with Pinta by submitting the Warranty Registration card that is enclosed with or attached to the Product. Notification can be made using the following means:

- Email: Customerservice@newagepet.com
- www.newagepet.com/contactus
- Fax: 650-240-0187
- US Postal Mail/Fedex/UPS to:
Pinta International, Inc.
25063 Viking Street
Hayward, Ca 94545

No person or entity is authorized by Pinta to make, extend, modify or in any other way alter this warranty or offer any verbal warranties beyond the terms contained in this warranty and Pinta will not be bound under any terms other than those contained in the warranty.

UNDER NO CIRCUMSTANCES WILL PINTA BE LIABLE FOR SPECIAL, CIRCUMSTANTIAL OR CONSEQUENTIAL DAMAGES, WHETHER SUCH DAMAGES ARE SOUGHT IN CONTRACT, IN TORT OR OTHERWISE. PINTA'S LIABILITY WITH RESPECT TO DEFECTIVE/DAMAGED PRODUCTS SHALL BE LIMITED TO THE COST OF THE REPLACEMENT PART (S) OR THE REPLACEMENT COST OF THE PRODUCT.

Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This limited warranty gives you specific legal rights and you may also have other rights that vary from jurisdiction to jurisdiction. © Pinta International, 2013