ECOFLEX® Limited Product Warranty

Pinta International, Inc., doing business as New Age Pet and New Age Garden ("Pinta") warrants the original purchaser ("Purchaser") that, for a period of one year from the date of original purchase under normal use and conditions, the ECOFLEX® parts of Pinta's products covered by this warranty as delivered within the package containing the product shall be free of defects in material and/or workmanship and will not splinter, rot or suffer 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 is offered to the original Purchaser only and is not transferable. There is no warranty coverage for rented products, or any products purchased "used", "as is", at a distress or liquidation sales, or directly or indirectly from a close-out agent or liquidator.

The warranty only covers initial defects in the ECOFLEX® material 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. This warranty specifically excludes any damage to the product caused by any pet or animal including, but not limited to chewing, gnawing, scratching on any part of the product.

In addition, 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) use beyond the intended purpose. 2) damage caused by selection and use of the improper size, 3) rejection – refusal to use - by the animal for which the product is intended for any reason, 4) acts of God including but not limited to earthquake, hurricane, tornadoes, wind shear, gale force winds & lightning, 5) staining by any materials that come in contact with the product, 6) improper handling by Purchaser or selling retailer, 7) damage incurred as a result of impact of any kind regardless of whether the impact is accidental or on purpose. 8) ordinary wear and tear, 9) damage by any animal including the intended resident of the structure.

If the product is intended for outdoor use, the material used in the product may warp or fade over time dependent on varying atmospheric conditions beyond the control of Pinta. Therefore, this warranty does not cover fading of any kind. The warranty also excludes natural wear and aging of any non-ECOFLEX® parts that may or may not be part of the product, such as, but not limited to, galvanized wire, metal hinge, latches, hardware, etc. Any parts that are not made of ECOFLEX® are warranted against defect for a period of 1 year.

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.

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.

To make a claim under this limited warranty, the Purchaser shall notify Pinta and, upon request, shall supply Pinta with confirming evidence of the assumed defect/damage along with proof of purchase. Notification can be made using the following means:

- Email: customerservice@newagepet.com
- US Postal Mail/FedEx/UPS to: Pinta International, Inc., 25063 Viking Street, Hayward, Ca 94545

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