

Optimum Manufacturing

Warranty and limitations

Optimum Manufacturing is a division of Optimum Feeds Ltd.

Subject to the conditions herein, Optimum Manufacturing warrants the material and workmanship of the products manufactured by Optimum Manufacturing as specified in this warranty. This warranty is limited to the original purchaser with proof of purchase and only for new, premium non-discounted bins.

STRUCTURAL PARTS:

Optimum warrants all structural parts of its bin products for 120 months from the date of purchase on the terms set out herein:

Any damage resulting from bridging, vacuum collapse or uneven loading is not covered under warranty.

Should a structural part fail or a defect occur within the first 12 months, and providing the product was installed as specified, Optimum Manufacturing shall replace the product at no cost to the purchaser within 90 days of confirmation of the defect by Optimum Manufacturing.

After 12 months and up to 120 months inclusive from date of purchase, Optimum Manufacturing shall at its option, repair or replace the defective part within 90 days of the defect being confirmed by Optimum Manufacturing at prorated cost for parts and labour.

Paint:

Optimum warrants on a limited basis all paint work done for 60 months from the date of purchase on the terms set out herein:

Should a paint defect be encountered within the first 12 months, Optimum Manufacturing shall repaint the defective paint area with a high-quality liquid paint at no cost to the purchaser.

Optimum Manufacturing will not pay for any equipment removal costs.

Should a paint defect be encountered from 12 to 60 months inclusive, Optimum Manufacturing shall pay a prorated amount of the total costs to repair the defective coating, Except for any equipment removal costs.

Optimum Manufacturing cannot warranty interior coatings in bins used for abrasive materials such as sand etc.

Optimum Manufacturing's warranty on interior coatings in bins used for liquid whey or salt/brine shall be limited to 12 months inclusive due to the corrosive nature of the product. (Stainless steel construction is recommended for these products)

Optimum Manufacturing's warranty on interior coatings in bins used on a commercial site will be limited to 12 months inclusive.

QUALITY SATISFACTION:

Optimum guarantees that you will be satisfied with the quality of our manufactured bins:

Should the original purchaser of the product not be satisfied with the quality of the product within the first 3 months from the date of purchase, and on receipt of a registered letter from the original purchaser to Optimum Manufacturing, Optimum Manufacturing shall remove the product within 90 days of receipt of the letter and refund the price of the product less any assessed damage as determined by Optimum Manufacturing less transportation and removal costs encountered by Optimum Manufacturing for original delivery and subsequent removal.

EXCLUSIONS AND LIMITATIONS:

This warranty does not cover normal wear and tear, nor does it cover damage resulting from accident, misuse, unreasonable use, service attempted or performed by unauthorized service agencies, failure to provide reasonable maintenance, installation errors, transportation damage, and other damages resulting from misuse or abuse of the product. In the event of obsolescence, a comparable product will be substituted for the defective part.

Optimum Manufacturing specifically does not warrant equipment, parts or components purchased by Optimum Manufacturing from any third party manufacturer of supplies. Rather, for any defect in respect of equipment, parts and components purchased from third party manufacturers and suppliers, the customer shall have recourse only to the terms of the warranty of that particular manufacturer or supplier.

Further, Optimum Manufacturing does not warrant the fitness of equipment, components or parts manufactured by Optimum Manufacturing for any one or more uses, nor does it warrant those products to perform or accomplish any particular job, function or goal, unless specifically stated.

The warranty provided above, Optimum Manufacturing's obligations and liabilities hereafter, and the rights and remedies of the customer are exclusive and in substitution for, and the customer waives all other warranties, guarantees, obligations, liabilities, rights and remedies, expressed or implied, arising by law or otherwise, including (without limitation) the implied warranties of merchantability or fitness of purpose, and any obligations or liability of Optimum Manufacturing arising from tort, or loss of use, revenue or profit, or for incidental or consequential damage. This warranty supersedes and replaces any other warranties or representations ever issued for any bins produced by Optimum Manufacturing.