



PERFORMER™ HAY TARP

LIMITED WARRANTY ON MATERIALS, WORKMANSHIP AND UV DEGRADATION

Provided the tarps are purchased from INLAND TARP & LINER, INC. (ITL™) or an authorized dealer, ITL™ warrants the tarps defined below to the original purchaser that said tarps are free of defects in the materials and workmanship. Limited warranty coverage for material & workmanship is for the following periods (from the purchase date): ITL™ Performer™ Hay Tarp– 2 years. Limited warranty coverage for degradation by ultra violet light is for the following periods (from the purchase date): ITL™ Performer™ Hay Tarp – 4 years. This limited warranty is non-transferable and shall apply only to normal and ordinary use of the product, subject to all limitations described below. This limited warranty does not apply to damage or failure due to accident, abuse, neglect, normal wear and tear, improper assembly or maintenance, or installation of parts or accessories not originally intended or incompatible with the product as sold. This warranty dated October 9, 2013 supersedes all previous warranties.

Products covered by the Limited Warranty: Performer™ Hay Tarps (Note: All used products are sold as-is with no warranty implied or express.)

This limited warranty is limited solely to repair or replacement of the tarp as follows:

First Year: Should the tarp have a manufacturing defect and/or failure due to UV degradation within the first year of purchase, the defect(s) will, at the option of ITL™, be repaired or replaced at no cost to the customer except for the cost of delivery by the customer to ITL™.

Second Year: Should the tarp have a manufacturing defect and/or failure due to UV degradation within the second year of purchase, the defect(s) will, at the option of ITL™, be repaired or replaced for a customer charge of 50% (manufacturing defect) or 25% (UV degradation) of repair or replacement, plus the cost of delivery by the customer to ITL™.

Third Year: Should the tarp have a failure due to UV degradation within the third year of purchase, the defect(s) will, at the option of ITL™, be repaired or replaced for a customer charge of 50% of repair or replacement cost plus the cost of delivery by customer to ITL™.

Fourth Year: Should the tarp have a failure due to UV degradation within the fourth year of purchase, the defect(s) will, at the option of ITL™, be repaired or replaced for a customer charge of 75% of repair or replacement cost plus the cost of delivery by customer to ITL™.

ITL™ shall not be responsible for incidental or consequential damage, including without limitation damage to any commodity, personal property, real estate, animals or person. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. The user assumes the risk of any personal injury or damage or other losses, and this limited warranty shall be null and void, under the following conditions:

- 1) If the product has not been properly installed according to installation instructions shipped with the product (e.g. wind damage as a result of improper installation).
- 2) If the damage is from animal, plant (e.g. falling tree), human contact (e.g. mishandling) or acts of God.

The limited warranty applies only to repair or replacement of the products covered herein. The choice of repairing or replacing any returned product will be at the discretion of ITL™. Replacement cost is determined as of the time of replacement. The customer's responsibility is to: (1) immediately call ITL™ when a defect is found, (2) email a description of the problem to warranty@inlandtarp.com and (3) protect the products from further damage. UV degradation is defined as ultra violet break down of the tarp to the point that it is no longer waterproof. ITL™ will not be responsible for any damage caused by the customer's neglect or inability to protect the purchased product from wind or other potentially damaging elements. This is the only warranty authorized. NO OTHER WARRANTIES EXPRESS OR IMPLIED. ITL does not authorize or permit anyone else, including its dealers, to make any other warranties, expressed or implied

This limited warranty gives you specific legal rights and you may also have other rights which may vary from state to state. The failure to insist upon strict compliance with any of the terms and conditions contained herein shall not act as a waiver of strict compliance with all of the remaining terms and conditions of the warranty and shall not operate as a waiver as to any of the terms and conditions of the warranty as to future claims under the warranty.

Claims under the Limited Warranty must be made to ITL™ or an authorized dealer within 30 days of discovery of the defect or the warranty is void. Any tarps being returned for warranty coverage must have an "ITL™ Authorization Number For Return" clearly marked near the address label of the shipping container and must be shipped prepaid with Proof of Purchase (indicating date and location of purchase) to: Inland Tarp & Liner, Inc., 4172 N Frontage Rd E, Moses Lake, WA 98837. Covers returned without an authorization number will not be accepted for warranty evaluation.

U.S. Fabrication & Distribution Centers

Moses Lake, Washington • 4172 North Frontage Road E, Moses Lake, WA 98837 • 800.346.7744 • Fax 509.766.0414

Fostoria, Ohio • 1600 North Main Street, Fostoria, OH 44830 • 888.377.5640 • Fax 419.436.6007