

## Koala Kare Products, a Division of Bobrick Washroom Equipment, Inc.

Provider of Family Friendly Solutions

## **Koala Limited Warranty**

Koala Kare Products, a division of Bobrick Washroom Equipment, Inc, ("Koala") warrants that at the time that any baby changing station, child protection seat, infant seat kradle, high chair, or booster is delivered to the purchaser, they will be free from defects in material and workmanship under normal use and service, with proper maintenance, for a period of five (5) years (excluding wooden high chairs and wooden booster seats). Koala warrants that at the time any wooden high chair or wooden booster seat is delivered to the purchaser, they will be free from defects in material and workmanship, under normal use and service, with the proper maintenance, for a period of one (1) year. Koala warrants that at the time any other item not specifically included above is delivered, it will be free from defects in material and workmanship, under normal use and service, with the proper maintenance, for a period of one (1) year. All replacement parts and replacement kits are excluded from the warranty policy.

These warranties are *limited* to, at the option of Koala, the repair or replacement of the defective item, provided that such an item is returned to Koala, transportation prepaid, for Koala's inspection and approval. **Further,** any end user who experiences vandalism to a Koala BCS, regardless of the age or type of unit, can purchase a new, like unit directly from Koala for a small deductible (1/3 of the current list price for the BCS, plus freight, FOB Centennial, CO). Only Koala Kare Baby Changing Stations are a part of this policy. Private label or relabeled products are excluded.

The vandalism claim must be documented by Koala to authorize a replacement. The end user must document the vandalism through Koala Customer Service (888-733-3456) who will investigate and verify the claim. End users will be asked to provide a photograph and description of the vandalism, original purchase information and shipping information. Koala reserves the right to have the unit shipped back to our offices for inspection at the owner's expense to validate any claim. Once the claim is approved by Koala, a new unit will be shipped via FedEx directly to the end user, based on credit approval for the sale.

The vandalism policy does not involve distribution to maintain simplicity and ease of replacement. It is not meant to circumvent distribution as the primary method of sale.

The express warranties herein contained are purchaser's sole and exclusive remedies and in lieu of any and all other warranties, expressed or implied, including any implied warranty or merchantability or fitness for any particular purpose. Purchaser acknowledges that it is not relying upon Koala's skill and judgment to select or furnish goods suitable for any particular purpose and that there are no warranties, which are not contained in the agreement. Koala shall not be liable for damages, including special, incidental, or consequential damages, arising out of or in connection with the performance of goods or their use by purchaser. These warranties shall not apply to the purchaser, and Koala makes no warranties expressed or implied, to any subsequent purchaser of the goods or to any other party. These warranties shall not apply to goods, which have been subject to misuse or abuse, misapplication, repair or tampering in any way so as to affect performance.



Some states do not allow the exclusion of implied warranties or the limitation or exclusion of incidental or liability to purchaser or any third party exceed, in the aggregate, the purchase price paid for such goods.

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