

# ***Durable Plastic Design, LLC***

***Orcaboard™ Plastic Lumber & Maintenance free outdoor products***

## ***Orcaboard™ GARDEN PRODUCT RETURN POLICY AND LIMITED WARRANTY***

*Raised Bed Garden Kit*

*Top Rail Kit*

*Planter Box*

*Storage Bench*

*Adirondack Chair*

*Adirondack Ottoman*

*Adirondack Side Table*

The ***Orcaboard™ Lifetime Raised Bed Garden Kit, Top Rail Kit, Planter Box, Dock/Deck Box, Storage Bench, Adirondack Chair, Adirondack Ottoman and Adirondack Side Table*** may be returned by the original purchaser, with proof of purchase and shipping costs prepaid, for a full refund within thirty (30) days of purchase. DURABLE PLASTIC DESIGN, LLC. warrants to the original purchaser that this ***Orcaboard™ Lifetime Raised Bed Garden Kit, Top Rail Kit, Planter Box, Dock/Deck Box, Storage Bench, Adirondack Chair, Adirondack Ottoman and Adirondack Side Table*** will be free from defects in workmanship, or from defects in materials caused by workmanship, for ninety (90) days from purchase, and from other defects in materials for fifty (50) years from purchase. This warranty does not apply to defects caused by improper use, maintenance, or repair, or to damages occurring in shipment, attributable to acts of God, or resulting from use or installation contrary to the DURABLE PLASTIC DESIGN, LLC. instructions. All claims under this warranty must be in brought in writing within 30 days of the date of discovery and sent to DURABLE PLASTIC DESIGN, LLC.'S headquarters, accompanied by proof of purchase and return of the defective product, with shipping costs prepaid by the purchaser.

PURCHASER EXPRESSLY AGREES THAT REPLACEMENT OF THE DEFECTIVE ORCABOARD LIFETIME RAISED BED GARDEN KIT, TOP RAIL KIT, PLANTER BOX AND DOCK/DECK BOX SHALL BE THE SOLE AND EXCLUSIVE REMEDY FOR BREACH OF ANY EXPRESS OR IMPLIED WARRANTY. DURABLE PLASTIC DESIGN, LLC. SHALL NOT BE LIABLE FOR INSTALLATION COSTS OF THE REPLACEMENT PRODUCT, NOR SHALL IT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES.

DURABLE PLASTIC DESIGN, LLC. DISCLAIMS AND EXCLUDES ALL EXPRESS WARRANTIES OTHER THAN THAT MADE HERE, AND ALL IMPLIED WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY (AN UNWRITTEN WARRANTY THAT THE PRODUCT IS FIT FOR ORDINARY USE) AND FITNESS FOR A PARTICULAR PURPOSE. NOTWITHSTANDING, IF THIS DISCLAIMER IS DETERMINED TO BE INEFFECTIVE, THE SOLE REMEDY FOR BREACH OF ANY OTHER EXPRESS OR ANY IMPLIED WARRANTY SHALL BE REPLACEMENT OF THE DEFECTIVE ORCABOARD LIFETIME RAISED BED GARDEN KIT, TOP RAIL KIT, PLANTER BOX AND DOCK/DECK BOX WITHIN NINETY (90) DAYS OF PURCHASE.