



**HUSKY**  
Portable  
Containment

“Leader of the Pack”

7202 SE International Ct.  
Bartlesville, OK 74006  
Phone: 918-333-2000  
Fax: 918-333-2004  
E-mail: jay@huskyportable.com

## **Husky® Portable Containment Environmental Product Warranty**

Husky® Portable Containment (HPC) will warranty all welds and welded seams in our environmental product line for 3 years. All warranty claims may be reviewed and inspected by HPC to determine if the claim will be honored. Pictures of the area in question should be sent to HPC to help determine if a warranty applies. If it can be resolved with a repair kit then HPC will ship (regular ground) (within the upper 48 states in the USA, outside of the area or country the end user is responsible for all shipping charges which must be pre-paid) the repair kit to the end user for them to apply. If it is determined that a legitimate warranty claim exists that cannot be repaired with a repair kit, then, as customer's sole and exclusive remedy with respect to any warranty claim, HPC will either replace the product (shipping regular ground) (all shipping charges outside the upper 48 states in the USA will need to be pre-paid by the end user before a replacement product will be shipped) or repair the product at HPC's facility. HPC reserves the right to determine if the product can be repaired. If the product in question is to be returned for warranty repair HPC will pay only the shipping costs back to the end user (regular ground) within the upper 48 states in the USA. The cost to ship the product to HPC will be the liability of the end user. Outside of the area or country the end user is responsible for all shipping charges which must be pre-paid. HPC reserves the right to refuse any damaged claim due to end user negligence or product abuse. The warranty period will begin at the time the product is delivered to the end user.

THE EXPRESS WARRANTIES SET FORTH ABOVE ARE IN LIEU OF AND SUPERSEDE (i) ALL OTHER WARRANTIES AND REMEDIES WHETHER EXPRESS OR IMPLIED, ORAL OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND (ii) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM, OR REMEDY IN CONTRACT OR TORT, INCLUDING WITHOUT LIMITATION PRODUCT LIABILITY BASED UPON STRICT LIABILITY AND NEGLIGENCE.

NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR INDIRECT, INCIDENTAL, SPECIAL, COVER, CONSEQUENTIAL, OR EXEMPLARY DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, REVENUE, OR BUSINESS) RESULTING FROM OR IN ANY WAY RELATED TO THE GOODS OR SERVICES PURCHASED/SOLD HEREUNDER, THIS ORDER OR TERMINATION OF THIS ORDER. This limitation applies regardless of whether the damages or other relief sought are based in contract or tort, including breach of contract including warranty, negligence, strict liability in tort, or any other legal or equitable theory.

## **Damage Claims**

When receiving your product **do not** sign the bill of lading (BOL) or any receiving ticket without inspecting your merchandise first. If there is damage, you may refuse the shipment or accept it, however if the shipment is accepted with damage the BOL must be noted by the end user or the delivery person as received with damage. If the BOL is signed as received in good condition all damage claims will have been waived and later if it is determined there was shipping damage no claim can or will be filed.

## **Restocking Policy**

There will be a 20% restocking fee on all regular stocked orders returned + all shipping fees. Custom orders/special sizes/materials no returns are available.

## **Return Policy**

There will be a 20% restocking fee on all regular stocked orders returned + all shipping fees. Custom orders/special sizes/materials no returns are available. To return items please call Husky Portable Containment 918-333-2000 and request a Return Authorization Number from our Shipping/Receiving Department.