



Builder's Best Limited Product Warranty

BUILDER'S BEST LIMITED PRODUCT WARRANTY

This warranty applies to all Products sold by Builder's Best as of March 2019.

Limited Warranty: Builder's Best, Inc. ("Builder's Best") warrants that products manufactured by Builder's Best ("Products") will be free from defects in material and workmanship for a period of thirty (30) days from the date of installation (the "Warranty Period"). This Limited Warranty is not transferrable; it extends only to the original purchaser of Products ("Purchaser") who purchased Products either directly from us or through one of our authorized distributors ("Authorized Distributors").

If a Product fails to meet the warranty set forth above during the Warranty Period due to Builder's Best's fault, Builder's Best will repair or replace the Product (with new or rebuilt Product) or provide you with a refund of the original purchase price of the Product, at Builder's Best's discretion. This Limited Warranty sets forth your sole and exclusive remedy for any defect in the Products. The foregoing remedies may only be available subject Builder's Best's technical inspection of the Product.

Exclusions from Coverage: This Limited Warranty does not apply to (i) Products that were not purchased directly from Builder's Best or an Authorized Distributor; (ii) Products purchased through unauthorized channels; (iii) materials that were not manufactured or developed by Builder's Best; or (iv) damage due to (a) improper use, (b) failure to follow Builder's Best's installation instructions or failure to maintain the Products under conditions specified in Builder's Best's performance data, (c) alterations or modifications, (d) unauthorized repair, or (e) external causes such as accidents, abuse, or other actions or events beyond Builder's Best's reasonable control.

Limitations: TO THE EXTENT NOT PROHIBITED BY LAW, THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, ORAL, WRITTEN, STATUTORY, EXPRESS OR IMPLIED. BUILDER'S BEST DOES NOT WARRANT THAT THE USE OF THE PRODUCTS WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT THE PRODUCTS CONFORM TO ANY LAWS, ORDINANCES, CODES OR STANDARDS. TO THE EXTENT NOT PROHIBITED BY LAW, WE DISCLAIM ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

THE REMEDIES DESCRIBED ABOVE ARE YOUR SOLE AND EXCLUSIVE REMEDIES AND OUR ENTIRE LIABILITY FOR ANY BREACH OF THIS LIMITED WARRANTY. OUR LIABILITY SHALL UNDER NO CIRCUMSTANCES EXCEED THE ACTUAL AMOUNT PAID BY YOU FOR THE DEFECTIVE PRODUCT, NOR SHALL WE UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES OR LOSSES, WHETHER DIRECT OR INDIRECT.

Some states do not allow disclaimers of implied warranties, or the exclusion of limitation of incidental or consequential damages, so the above limitations may not apply to you. To the extent such warranties cannot be disclaimed but can be limited under the laws of your jurisdiction, we limit the duration and remedies of such warranties to the duration of the Warranty Period.