

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. For previous warranties, please contact us at sales@buildersbest.com

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.

To Submit a Warranty Claim:

- *Products purchased from an Authorized Distributor:* warranty claims should be submitted through the Authorized Distributor from whom you purchased the Product.
- *Products purchased directly from Builder's Best:* contact Builder's Best at 201 Broiles Drive Jacksonville TX 75766 or at ***orders@buildersbest.com*** to request a Returned Goods Authorization ("RGA"). Builder's Best will provide instructions as to whether to return or destroy the Product, at Builder's Best's sole determination. If Builder's Best requires the Product to be returned, the RGA will specify the shipping method and will cover the return shipping costs solely for the specified shipping method. All returned Products must be in clean, saleable condition, and received within 60 days of issuance of the RGA. Credits will be issued only for the item(s) and quantities specified in the RGA. Products received without an RGA will not be accepted and will be returned to you at your expense. Revised 3/26/19 -1788021-2