

## Warranty



BSB Outdoor Ltd. ("BSB") warrants that the product(s) supplied and installed at the buyer's premises ("Product") is free of material defects in materials and workmanship that result in Product failure during normal usage, according to the following terms and conditions:

- 1) The warranty extends only to the original end-use purchaser and holder of this warranty ("You" or "Your") and is not transferable or assignable to any subsequent purchaser.
- 2) During the Warranty Period (as provided below), BSB will repair, or replace, at BSB's sole option, any defective parts or any parts that will not properly operate for their intended purpose with new or refurbished parts if such repair or replacement is needed.
- 3) The warranty for the Product extends for **10 years** from the date of your purchase ("Warranty Period").
- 4) BSB will pay for the labour charges incurred by BSB in repairing or replacing the defective parts during the **10 years**.
- 5) You will not have to pay for any such replacement parts.
- 6) BSB also warrants that the repaired or replaced parts will be free from defects in material and workmanship for a period of **90 days** from the date of repair or replacement, or for the remainder of the Warranty Period, whichever is greater.
- 7) The warranty does not apply to:
  - a) Damage caused by normal wear and tear, abnormal use or conditions, misuse, neglect, abuse, accident, improper handling or storage, unauthorized modifications, alterations, or repairs, improper installation, undue physical or electrical stress, operator error, non-compliance with instructions or other acts which are not the fault of BSB.

- b) Damage from external causes such as floods, storms, fires, sand, dirt, earthquakes, an Act of God, electrical surges or theft.
  - c) Any defect occurring after the expiration of the Warranty Period or where BSB was not advised in writing of an alleged defect or malfunction within seven (7) days after the expiration of the Warranty Period.
- 8) BSB's limit of liability under the warranty is the actual cash value of the Product at the time. BSB will not be liable for any other losses or damages. These remedies are Your exclusive remedies for breach of warranty.
- 9) The foregoing warranty is your sole and exclusive remedy and is in lieu of all other warranties, express or implied. To the extent permitted by applicable law, BSB hereby disclaims the applicability of any implied warranty of merchantability, fitness for a particular purpose or use for the product. If such a disclaimer is prohibited by applicable law, the implied warranty is limited to the duration of the foregoing written warranty.
- 10) BSB will not be liable for any indirect, incidental, special, punitive or consequential damages, or damages, including but not limited to any lost profits, savings, data, or loss of use, any third party claims, and any injury to property or bodily injury (including death) to any person, arising from or relating to the use of this product or arising from breach of the warranty, breach of contract, negligence, tort, or strict liability, even if BSB has been advised of the possibility of such damages.
- 11) This is the entire warranty between You and BSB and supersedes all prior and contemporaneous agreements or understandings, oral or written, relating to the Product, and no representation, promise or condition not contained herein will modify these terms.